

INSIDE AGREEMENT

LOCAL 332

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4
5 Agreement by and between the National Electrical Contractors Association
6 (NECA) - Santa Clara Valley Chapter and Local Union No. 332, IBEW.

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

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

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

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

BASIC PRINCIPLES

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

37

1 the expiration date of this Agreement or any subsequent anniversary date. The
2 Council's decisions shall be final and binding.

3
4 (f) When a case has been submitted to the Council, it
5 shall be the responsibility of the negotiating committee to continue to meet
6 weekly in an effort to reach a settlement on the local level prior to the meeting
7 of the Council.

8
9 (g) Notice of a desire to terminate this Agreement shall
10 be handled in the same manner as a proposed change.

11
12 **Section 1.03** This Agreement shall be subject to change or supplement
13 at any time by mutual consent of the parties hereto. Any such change or
14 supplement agreed upon shall be reduced to writing, signed by the parties
15 hereto, and submitted to the International Office of the IBEW for approval,
16 the same as this Agreement.

17
18 **Section 1.04** During the term of this Agreement there shall be no
19 stoppage of work either by strike or lockout because of any proposed
20 change(s) in this Agreement or dispute over matters relating to this
21 Agreement. All such matters must be handled as stated herein.

22
23 **Section 1.05** There shall be a Labor-Management Committee of three
24 (3) representing the Union and three representing the Employers. It shall meet
25 regularly at such stated times as it may decide. However, it shall also meet
26 within forty-eight (48) hours when notice is given by either party. It shall
27 select its own Chairman and Secretary. The Local Union shall select the Union
28 representatives and the Chapter shall select the management representatives.

29
30 **Section 1.06** All grievances or questions in dispute shall be adjusted by
31 the duly authorized representative of each of the parties to this Agreement. **In**
32 **the event that these two (2) are unable to adjust any matter within forty-**
33 **eight (48) hours, they shall refer the same to the Labor-Management**
34 **Committee.**

35
36 **Section 1.07** All matters coming before the Labor-Management
37 Committee shall be decided by a majority vote. Four (4) members of the
38 Committee, two (2) from each of the parties hereto, shall be a quorum for the
39 transaction of business, but each party shall have the right to cast the full vote

1 of its membership and it shall be counted as though all were present and
2 voting.

3
4 **Section 1.08** Should the Labor-Management Committee fail to agree or
5 to adjust any matter such shall then be referred to the Council on Industrial
6 Relations for the Electrical Contracting Industry for adjudication. The
7 Council's decisions shall be final and binding.

8
9 **Section 1.09** When any matter in dispute has been referred to
10 conciliation or arbitration for adjustment, the provisions and conditions
11 prevailing prior to the time such matters arose shall not be changed or
12 abrogated until agreement has been reached or a ruling has been made.

13
14 **Section 1.10** The time limit for filing grievances is ten (10) working
15 days.

16
17
18 **ARTICLE II**
19 **MANAGEMENT RIGHTS - UNION RIGHTS**

20
21 **Section 2.01** (a) No member of the International Brotherhood of
22 Electrical Workers, subject to employment (either working or on the books)
23 by Employers operating under this Agreement, shall himself become a
24 contractor for the performance of any electrical work. Any member
25 possessing a C-10 license, while employed under the terms of this Agreement,
26 shall maintain same on an **inactive** status. All parties signatory to this
27 Agreement shall be responsible for enforcement of this Section. Violations,
28 when observed, shall be reported to the Labor-Management Committee. The
29 Union maintains its right to discipline its members.

30
31 (b) Any employee covered by this Agreement having
32 no work hours reported during a fringe benefit transmittal period, shall be
33 terminated by the Employer unless prior approval is given by the Business
34 Manager or his designated representative.

35
36 **Section 2.02** The Union understands the Employer is responsible to
37 perform the work required by the owner. The Employer shall, therefore, have
38 no restrictions except those specifically provided for in the Collective
39 Bargaining Agreement, in planning, directing and controlling the operation of
40 all his work, in deciding the number and kind of employees to properly

1 perform the work, in hiring and laying off employees, in transferring
2 employees from job to job within the Local Union's geographical jurisdiction,
3 in determining the need and number as well as the person who will act as
4 Foreman, in requiring all employees to observe the Employer's and/or owner's
5 rules and regulations not inconsistent with this Agreement, in requiring all
6 employees to observe all safety regulations, and in discharging employees for
7 proper cause.

8
9 **Section 2.03** (a) The Employer shall have the right to determine the
10 competency and qualifications of its employees and the right to discharge such
11 Employees for any just and sufficient cause. The Union may institute a
12 grievance procedure under the terms of this Agreement if it feels any
13 employee has been unjustly discharged.
14

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

27 **UNION DUES DEDUCTIONS**

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

EMPLOYER QUALIFICATIONS

1
2 **Section 2.04** (a) Certain qualifications, knowledge, experience, and
3 financial responsibility are required of everyone desiring to be a signatory
4 party to this Agreement. Therefore, an Employer who assents to this
5 Agreement is a person, firm, partnership or corporation whose principle
6 business is electrical contracting and who possesses the following
7 qualifications and presents documented evidence substantiating them prior to
8 becoming signatory hereto: "Municipal and governmental agencies are
9 exempt."
10

11 (b) Maintaining a legal place of business which means
12 an office, shop or premises where the Employer or his representative can be
13 reached by telephone, and where he receives his mail, conducts the ordinary
14 tasks of operating his business, and maintains employee payroll records.
15

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

19 (d) Posts the Payroll & Fringe Benefits Guarantee
20 Deposit provided herein.
21

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

24 (f) Maintains current, active, State of California
25 Electrical Contractor's License (C-10).
26

DESIGNATED WORKING MEMBER

27
28 **Section 2.05** (a) When a signatory incorporated firm employs one
29 (1) Journeyman who is not financially connected with the firm, the signatory
30 corporation may then designate, in writing, one (1) working member of the
31 firm. Such designated working member of the employing corporation must be
32 registered with the Local Union and the dispatching office and shall be
33 governed by all the terms and conditions of this Agreement that are legally
34 permissible. A sixty (60) day notice is required prior to changing the
35 designated working member.
36

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

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

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

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

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

36 **Section 2.08** Should workers leave a job where a recognized picket line
37 is sanctioned by the Central Labor Council or the Building Trades Council, or
38 any other reason, such workers shall notify the Employer or the immediate
39 supervisor, shall carefully put away all tools, material, and equipment or other
40 property of the Employer in a safe manner. The Union will be financially

1 responsible for any loss to the Employer by members of the Union for neglect
2 in carrying out this provision, but only when a safe place is provided for such
3 property by the Employer.

4 5 **NON-RESIDENT EMPLOYEES**

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

20
21 (b) The Employer shall not loan or cause to be loaned,
22 the workers covered under the terms of this Agreement in his employ to any
23 other Employer without first securing permission of the Union and then only
24 after applicants possessing the required skill are not available under the
25 referral procedure.

26 27 **FAVORED NATIONS**

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

34
35

STEWARDS

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

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

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

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

22
23 The Business Manager or his representative along with the Chapter Manager
24 shall have the right to visit the Employer's place of business during any
25 working hours to inspect the time cards of the employees covered by this
26 Agreement. The job Steward shall be notified of all terminations at least two
27 (2) hours prior to any lay-off.

28
29 (d) A job Steward shall remain on the job until its
30 completion, or until not more than three (3) employees are left on the job after
31 his termination, unless removed by the Business Manager. This requirement
32 shall not apply when a job is shut down. Stewards may be discharged for cause
33 upon twenty-four (24) clock hours notice by phone or fax, to the Business
34 Manager, but subject to review by the Labor-Management Committee. The
35 Steward shall share in overtime with other employees on the job. The
36 representative of the Union shall be allowed access to any job at any
37 reasonable time where employees are employed under the terms of this
38 Agreement.

39

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

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

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

15 **SUBCONTRACTING/ANNULMENT**

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

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

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

37 **Section 2.14** The obligations of this Agreement shall not be affected by
38 the nature or form of doing business by any Employer party hereto; and the
39 obligations herein shall also extend to any person, firm or corporation under
40 control or common control with any signatory Employer and which entity

1 engages in any work covered by this Agreement or any work under the State
2 Contractors License of the signatory Employer or otherwise.

3

4

5

ARTICLE III

6

HOURS - WAGE PAYMENT - WORKING CONDITIONS

7

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

14

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

18

19 (c) The employee's time cards must show the starting
20 time. The Employers who become signatory to this Agreement after July 1,
21 1985, and establish a Shop in this area must specify the starting time of the
22 shop at the time they sign the Agreement.

23

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

26

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

29

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

32

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

35

36 (g) All other work performed outside the regular work
37 hours and work on Saturdays, Sundays and the following Holidays: New
38 Year's Day; Martin Luther King, Jr's Birthday observed the third Monday in
39 January; Washington's Birthday, the third Monday in February; Memorial
40 Day, the last Monday in May; fourth of July; Labor Day, the first Monday in

1 September; Veteran's Day in November; Thanksgiving Day, the fourth
 2 Thursday in November; the day after Thanksgiving Day, and Christmas Day,
 3 December 25; the 11th Holiday will be set on a year to year basis as per the
 4 agreed upon calendar; such Holiday selected will provide for no more than
 5 four (4) days off in succession; or days celebrated as such; or such Holidays
 6 as recognized by the Local Building Trades Council, shall be paid for at
 7 double the regular straight-time rate of pay. Should any of the above-named
 8 Holidays fall on Saturday or Sunday, the Friday before or the following
 9 Monday shall be observed as the holiday.

10
 11 (h) In accordance with a calendar schedule agreed to by
 12 the parties, there can be four (4) non-work days scheduled per year (creating
 13 five 4-day weekends). The following are the non-work days:

14
 15 **2015**

16 Friday- January 2 (floating holiday)
 17 Friday- February 13 (non-work day)
 18 Friday- May 22 (non-work day)
 19 Monday- July 6 (non-work day)
 20 Friday - September 4 (non-work day)

21
 22 **2016**

23 Friday - February 12 (non-work day)
 24 Friday - May 27 (non-work day)
 25 Friday - July 1 (non-work day)
 26 Friday - September 2 (non-work day)
 27 Friday - December 23 (floating holiday)

28
 29 **2017**

30 Friday - February 17 (non-work day)
 31 Friday - May 26 (non-work day)
 32 Monday - July 3 (non-work day)
 33 Friday - September 1 (non-work day)
 34 Tuesday - December 26 (floating holiday)

35
 36 **2018**

37 Friday - February 16 (non-work day)
 38 Friday - May 25 (non-work day)
 39 Friday - August 31 (non-work day)
 40 Monday- December 24 (non-work day)
 41 Monday- December 31 (floating holiday)

42
 43
 44

REDUCED WORKWEEK

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

OVERTIME

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

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

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

1997 Language: A maximum of eight (8) hours of overtime at the time and one half (1 1/2) rate is allowed for work performed on Saturday. If overtime is worked Monday through Friday, subtract that amount of time from the time allowed at time and one half (1 1/2) on Saturday.

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

1 (d) When it is necessary to work overtime on any job
2 covered in this jurisdiction, workers working on the job shall be given first
3 preference.

4
5 The Employer or employee is obligated to report any scheduled overtime to
6 the local Union prior to the work being performed. (This in no way requires
7 overtime permits.) Non-scheduled or emergency overtime shall be reported
8 on the next workday.

9
10 (e) Overtime wages for employees in all classifications
11 shall be computed at the regular straight time wage rate.

12
13 (f) All overtime shall be shared as equally as possible
14 among the workers on the job.

15
16 (g) When workers are required to work under
17 compressed air or where gas masks are required, or to work on ladders,
18 scaffolds, stacks, "Bosun's Chairs," or other structures and where they are not
19 protected by permanent guard rails at a distance of forty (40) to sixty (60) feet
20 from the ground or supporting structures, they shall be paid at a rate of one
21 and one-half (1 1/2) times the straight-time rate of pay. On structures of sixty
22 (60) feet or over, (as described above), the rate shall be two (2) times the
23 straight time rate of pay. An assignment of thirty (30) minutes or more, to
24 work referred to in this section, shall entitle the worker to the premium rate
25 for that half day.

26
27 (h) A work assignment in this section shall not
28 commence until the Employer or his representative is notified.

29
30 (i) When a worker has worked four (4) hours or more
31 immediately previous to starting the regular workday, he/she shall receive the
32 overtime rate of pay until relieved of duty.

33
34 (j) If an employee is directed by the Employer to work
35 through his/her lunch break they shall receive double the hourly rate of pay.

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OCCUPIED REMODEL AND RENOVATION WORK

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

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

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

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

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

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

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

SERVICE STAND-BY, ON-CALL OR EMERGENCY CALLS

(l) Service Stand-by - On-call or Emergency calls: Employees designated by their Employer on weekends or holidays shall receive two (2) hours of stand-by pay at 1½ times their hourly straight time rate of pay per day.

Section 3.03 No work shall be performed on Labor Day except in the case of an emergency (protection of life and/or property). This work shall only be done after the Business Manager of the Union or his representative gives permission.

SHIFT WORK

1
2 **Section 3.04** (a) When so elected by the contractor, multiple shifts
3 of eight (8) hours for at least five (5) days duration may be worked. When two
4 (2) or three (3) shifts are worked:

5
6 The first shift (day shift) shall consist of eight (8) consecutive hours worked
7 between the hours of 8:00 AM and 4:30 PM. Workmen on the “day shift”
8 shall be paid at the regular hourly rate of pay for all hours worked.
9

10 The second shift (swing shift) shall consist of eight (8) consecutive hours
11 worked between the hours of 4:30 PM and 1:00 AM. Workmen on the “swing
12 shift” shall be paid at the regular hourly rate of pay plus 17.3% for all hours
13 worked.
14

15 The third shift (graveyard shift) shall consist of eight (8) consecutive hours
16 worked between the hours of 12:30 AM and 9:00 AM. Workmen on the
17 “graveyard shift” shall be paid at the regular hourly rate of pay plus 31.4% for
18 all hours worked.
19

20 (b) The Employer shall be permitted to adjust the
21 starting hours of the shift by up to two (2) hours in order to meet the needs of
22 the customer.

23 (c) If the parties to the Agreement mutually agree, the
24 shift week may commence with the third shift (graveyard shift) at 12:30 AM
25 Monday to coordinate the work with the customer’s work schedule. However,
26 any such adjustment shall last for at least a five (5) consecutive day duration
27 unless mutually changed by the parties to this Agreement.
28

29 (d) An unpaid lunch period of thirty (30) minutes shall
30 be allowed on each shift. All overtime work required before the established
31 start time and after the completion of eight (8) hours of swing or graveyard
32 shift, any shift shall be paid at one and one-half times the “shift” hourly rate.
33

34 (e) There shall be no pyramiding of overtime rates and
35 double the straight rate shall be the maximum compensation for any hour
36 worked.
37

38 There shall be no requirement for a day shift when either the second or third
39 shift is worked.
40

1 **ARTICLE III**

2

3 **Section 3.05 (a)**

4

5 **Effective June 1, 2015**

6

7 **Increase Wages \$2.75**

8

Classification	Wage	H & W	Pension	NEBF	AMF	Total	JATC	**JEIF
*Journeyman Wireman	57.02	12.98	16.40	1.711	0.285	\$ 88.40	0.85	0.24
*Foreman	65.57	12.98	16.40	1.967	0.328	\$ 97.25	0.85	0.24
*General Foreman	74.13	12.98	16.40	2.224	0.371	\$ 106.11	0.85	0.24
*Cable Splicer	65.57	12.98	16.40	1.967	0.328	\$ 97.25	0.85	0.24
*Journeyman Technician	57.02	12.98	16.40	1.711	0.285	\$ 88.40	0.85	0.24

INSIDE APPRENTICES

1st Period 45%	25.66	12.98	0	0.770	0.128	\$ 39.54	1.35	0.24
2nd Period 50%	28.51	12.98	0	0.855	0.143	\$ 42.49	1.35	0.24
3rd Period 55%	31.36	12.98	9.02	0.941	0.157	\$ 54.46	1.35	0.24
4th Period 60%	34.21	12.98	9.84	1.026	0.171	\$ 58.23	1.35	0.24
5th Period 65%	37.06	12.98	10.66	1.112	0.185	\$ 62.00	1.35	0.24
6th Period 70%	39.91	12.98	11.48	1.197	0.200	\$ 65.77	1.35	0.24
7th Period 75%	42.77	12.98	12.30	1.283	0.214	\$ 69.55	1.35	0.24
8th Period 80%	45.62	12.98	13.12	1.369	0.228	\$ 73.32	1.35	0.24
9th Period 85%	48.47	12.98	13.94	1.454	0.242	\$ 77.09	1.35	0.24
10th Period 90%	51.32	12.98	14.76	1.540	0.257	\$ 80.86	1.35	0.24

9

10 * Refer to Section 8.03.

11

12 **Day School:** Employers employing Apprentices shall pay one dollar and
 13 thirty five cents (\$1.35) per hour to the JATC for Employers Apprenticeship
 14 Fund for Day School. There shall be separate accounting for this fund. This
 15 fund will provide for lost wages for students attending Day School.

16

17 ** Does not reflect the additional .10 cents per hour deduction for the Joint
 18 Electrical Industry Fund (JEIF)

19

1 **Effective June 1, 2016**

2 \$2.75 to be allocated

3

4 **Effective June 1, 2017**

5 \$2.75 to be allocated

6

7 **Section 3.05** (b) No Employer, or worker, or their agents shall give
8 or accept, directly or indirectly, any rebate of wages. No Employer shall
9 directly or indirectly or by any subterfuge sublet or contract with any worker,
10 any or all of the labor services required by such contract of such Employer.
11 Any Employer found violating any one of these provisions shall be subject to
12 having his Agreement terminated upon written notice thereof, being given by
13 the Union.

14
15 **Section 3.06** (a) Each Wednesday, wages shall be paid by the
16 electrical Employer by whom the worker is employed. The Employer shall
17 end the payroll week on Sunday at 12:00 midnight of each week. (This allows
18 three (3) days to make up the time and disburse the checks). If payday falls on
19 a holiday, the preceding day becomes payday. The payroll check stub shall
20 contain the complete date - month, day, and year, including company name
21 and home office city, all deductions itemized and gross and net wages. The
22 Employer shall pay wages on the job or allow Employees sufficient time to
23 reach the shop on payday before the close of working hours.

24
25 Any worker laid-off or discharged by the Employer shall be paid all his wages
26 and be given his termination slip immediately. **In the event he is not paid**
27 **off, waiting time at the regular rate shall be charged until payment is**
28 **made.**

29
30 If an Employer shall give a check or checks as wages to an employee covered
31 by this Agreement and the same is dishonored by the Employer's bank, **the**
32 **Employer involved must immediately, on demand, present to the**
33 **Employee a certified check for the amount involved.** Failing to do so the
34 Employer shall be in violation of this Agreement.

35
36 (b) Supervising workers shall be allowed sufficient
37 time during working hours to arrange to have the Employee's time reported
38 in to the office of the Employer.
39

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

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

9 (e) Upon mutual agreement between the Employer and
10 the Employee, a direct deposit of the weekly payroll check will be permitted.

11
12 Employers and Employees participating in direct deposit payroll shall adhere
13 to all provisions of Article III, Section 3.06.

14 15 **FOREMAN CLAUSE**

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

21
22 **Foremen shall receive an additional fifteen (15%) percent differential**
23 **above the Journeyman Wireman's rate of pay.**

24
25 (b) A Foreman may work with the tools until seven (7)
26 journeymen are under his supervision. When seven (7) or more are under his
27 supervision, a Foreman shall act in a supervisory capacity only.

28
29 (c) The Employer shall have the right to call a Foreman by
30 name provided:

- 31
- 32 1. The Employee has not quit his previous Employer
33 within the past two weeks.
 - 34
 - 35 2. The Employer shall notify the Business Manager in
36 writing of the name of the individual who is to be
37 requested for employment as a Foreman. Upon such
38 request, the Business Manager shall refer said Foreman
39 provided the name appears on the highest priority
40 group.
 - 41

- 1 3. When an Employee is called as a Foreman, he must
2 remain as a Foreman for one thousand (1,000) hours or
3 must receive a reduction in force.
4
- 5 4. The Employee must have completed the Labor Studies
6 class, a COMET class and have a current first aid and
7 CPR certification.
8
- 9 5. The Employee must have completed the Electrical
10 Supervision Program course at the JATC to qualify for
11 a Foreman Name Call.
12

13 (d) A Foreman shall handle no more than nine (9)
14 workers except that where a General Foreman has been set up, the first
15 Foreman may supervise twelve (12) workers. As soon as the second Foreman
16 has been set up, a Foreman shall not supervise more than nine (9) workers.
17 Another Foreman shall be named as soon as additional workers are employed;
18 **however, each Foreman must have at least seven (7) workmen under him**
19 **before the next Foreman is set up, unless the work assignments are in**
20 **isolated parts of the job.**
21

22 Any Foreman may handle material. On all jobs requiring a Foreman, the
23 Foreman shall not give orders to workers other than those under his/her direct
24 supervision. The only exception to the above is in the case of an emergency.
25

26 No worker shall be allowed to work as a Foreman on more than one (1) job at
27 a time.
28

29 GENERAL FOREMAN CLAUSE

30 **Section 3.08** (a) A General Foreman shall not supervise more than
31 six (6) Foremen (or sixty [60] workers). Whenever a job has two (2) or more
32 Foremen, a General Foreman shall be assigned to that job only. A job General
33 Foreman shall not give orders to anyone other than foremen under his direct
34 supervision. The only exception to the above is in case of an emergency. A
35 General Foreman shall not handle any material or work with the tools. No job
36 shall have more than one (1) nonworking Foreman/General Foreman.
37

38 (b) A General Foreman shall receive an additional
39 **thirty (30%) percent differential above the Journeyman Wireman's rate**
40 **of pay.**
41

SHOW-UP PAY

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

7
8 **Section 3.10** (a) When Employees commence work and are laid off
9 or terminated permanently or temporarily, they shall receive pay for four (4)
10 hours, if laid off or terminated after having worked more than four (4) hours
11 they shall receive pay for eight (8) hours.

12
13 (b) Terminations shall be made in the shop or on the
14 job-site only, except a worker who has failed to report for work may be
15 terminated by telephone or fax and have his wages paid by mail. Terminated
16 Employees shall be given a "Termination Slip."

AGE RATIO

17
18 **Section 3.11** On all jobs requiring five (5) or more Journeymen, at least
19 every fifth (5th) Journeyman, if available, shall be fifty (50) years of age or
20 older.
21

TOOLS

22
23 **Section 3.12** (a) It shall be the responsibility of the Employer to
24 provide tool insurance. In case of fire, theft through forcible entry, or damage
25 to a locked employee's tool box while in the locked custody of the Employer
26 or his representatives, said tools shall be replaced immediately after any loss
27 incurred has been reported to the proper law enforcement agencies by the
28 parties involved. Members of the National Electrical Contractors Association
29 may contribute annually into a tool protection fund. All Employers who are
30 not a party to this tool replacement fund shall be held responsible for the
31 replacement of the employee's tools.
32

33
34 **No worker shall supply tools other than those listed in subsection (b).** In
35 no case will an Employer be responsible for tools other than those stated on
36 the required list for Inside Wiremen. Apprentices shall supply themselves with
37 tools as needed. An apprentice must keep an inventory list of his tools;
38 periodically this list must be given to his Employer for verification; the
39 apprentice tools in case of loss will be replaced to comply with the list he has
40 given his Employer.

1 (b) Inside Wiremen shall provide themselves with and
2 keep in first-class condition a kit of the following tools. Failure to do so will
3 be a violation of this Agreement and will void the tool insurance.
4
5

- 1 **TOOL BOX - 20" X 8-1/2" X 9" minimum with lock**
- 2
- 3 **PLIERS:**
- 4 **Wire Strippers**
- 5 **Sidecutters 8" or 9" Klein type**
- 6 **Long nose**
- 7 **Diagonal cutters (2 allowed)**
- 8 **Pump (Channel locks) (2 allowed)**
- 9 **Stak-On**
- 10 **CRESCENT WRENCHES - 6" and 12" (one of each)**
- 11 **ALLEN WRENCHES - small set not over 7/16"**
- 12 **SPIN TITE WRENCH SET - up to 1/2"**
- 13 **TAP WRENCH - up to 1/4"**
- 14 **CHISELS:**
- 15 **Wood 1" maximum**
- 16 **Cold 1/2 maximum**
- 17 **CENTER PUNCH**
- 18 **AWL**
- 19 **PLUMB BOB, 8oz.**
- 20 **TRI SQUARE**
- 21 **LEVEL - (1) 18" maximum**
- 22 **CHALK LINE BOX**
- 23 **TIN SNIPS - (1) 10" airplane shears**
- 24 **KNIFE**
- 25 **TAPE MEASURES - (2) to 30' maximum**
- 26 **SCREWDRIVERS:**
- 27 **Stubby (2) 1 blade and 1 Phillips**
- 28 **Phillips (2) 6" and 8"**
- 29 **Offset (2) blade and Phillips**
- 30 **Blade (3) 6", 8" and 12"**
- 31 **HACKSAW FRAME**
- 32 **KEYHOLE SAW**
- 33 **HAMMER - claw**
- 34 **TESTER – Voltage - Square D Knopf, non-solenoid type, or equal**
- 35 **TOOL POUCH (optional)**
- 36 **ONE-PIECE FLASHLIGHT (1)**
- 37 **NATIONAL ELECTRICAL CODE (current)**
- 38

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

41

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

4 5 **TRAVEL CLAUSE**

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

13
14 (b) When workers report to the Employer's shop, as
15 defined herein within the jurisdiction of the Union without travel expense, the
16 Employer shall furnish transportation and pay for time from shop to job, job
17 to shop, job to job.

18
19 A job site is considered to be the physical location where employees report for
20 their work assignments. The Employer's shop (service center) is considered to
21 be a separate, single job site. All other physical locations where workers report
22 for work are each considered to be a single, separate job site.

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

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

32
33 (e) A joint venture by two (2) or more firms signatory
34 to this Agreement shall be considered a new Employer.

35
36 (f) "Shop" as used in this Agreement shall mean an
37 established place of business as defined in ARTICLE II, Section 4 hereof.
38 When an Employer, signatory to this Agreement, establishes another place of
39 business as herein defined, within the jurisdiction of the Union, recognition

1 of such a "shop" shall be determined by Local
2 Union 332, IBEW.

3
4 When such a second shop is recognized by the Union, any job, which the
5 Employer has in progress, shall continue to operate with no change in place
6 of reporting, travel allowance or per diem until its completion.

7
8 Any dispute over refusal by the Union to recognize an Employer's established
9 place of business as a "shop" shall be subject to the grievance procedure set
10 forth in this Agreement.

11
12 (g) Additional workers shall be employed in the same
13 manner as local Employers and all such workers shall receive the wages and
14 conditions as outlined in this Agreement.

15
16 (h) The last worker or workers, employed by an outside
17 firm, shall receive at the time of layoff, a notice of immediate deposit that all
18 fringe benefit funds have been paid to the appropriate agency accompanied by
19 an approved transmittal.

20
21 Employers covered by this section shall notify the Local Union Office when
22 their work is completed.

23 24 **VEHICLES**

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

28 29 **SIGNS ON TRUCKS**

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

36 37 **SAFETY**

38 **Section 3.16** (a) On changes or additions to energized circuits or
39 equipment carrying four hundred and forty (440) volts or over, as a safety

1 measure, two or more journeymen must work together, both wearing PPE
2 (personal protective equipment), one standing by.

3
4 (b) Due to the serious recognized hazards to employees
5 and risks to facilities and equipment, IBEW/NECA strongly supports the
6 control and elimination of energized electrical work whenever possible. In the
7 limited instances where work meets the criteria established in NFPA 70E,
8 Article 130 (Justification for Work on or Near Live Parts) and OSHA
9 1910.333 (Selection and Use of Work Practices) adequate safety or protection
10 devices including Fire-rated clothing (in the appropriate size) shall be
11 supplied by the Employer in accordance with the Safety Orders of the
12 Department of Industrial Relations and the CAL-OSHA Standard for
13 Electrical Safety in the workplace. Workers shall observe and comply with all
14 Employer policies and procedures in matters of Safety.

15
16 (c) Where a question of safety arises and leads to a
17 dispute that cannot be settled on the job then the question shall be settled
18 according to Article I, Section 1.06 of this Agreement. Workers working
19 under terms of this Agreement shall not be discharged for revealing unsafe
20 conditions on a job or for refusing to work on that portion of a job before a
21 decision has been rendered. The employee may be issued a temporary layoff
22 if no other work is available.

23 24 **IMPROPER WORKMANSHIP**

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

33 34 **SCOPE OF WORK**

35 **Section 3.18** (a) Workers employed under the terms and conditions
36 of this Agreement shall do all electrical work that is not covered by the 9th
37 District Sound and Communications Agreement. The following list is
38 comprehensive but not all inclusive. Any related electrical equipment and/or
39 materials are to be installed and maintained by workers working under the
40 terms and conditions of this Agreement:

- 1 ▪ Electric lighting, electric heating, electric cooling and electric power
2 systems;
3
- 4 ▪ Temporary lighting and power systems;
5
- 6 ▪ Construction, installation, pre-weld heating, welding, brazing, burning,
7 cutting, fitting, bending, drilling, shaping, and erection of all copper,
8 channel iron, angle iron, I-beams, brackets, supports, or fittings that are
9 fabricated or pre-fabricated **which are specific parts of the**
10 **installation of the electrical work or equipment on the jobsite** and
11 the maintenance thereon, this in no way includes shared brackets,
12 hanger systems or support racks;
13
- 14 ▪ Electrical equipment, such as motor control centers, transformers,
15 power supplies and storage cells that are to be wired and installed on a
16 jobsite;
17
- 18 ▪ Meggering and hi-potting of all control devices, overloads, control
19 wiring and the phase rotation tests;
20
- 21 ▪ Electrical work related to the connecting of fixtures, motors, and
22 controllers;
23
- 24 ▪ Computer power floor cables (* see below) and connections, under
25 carpet raceways, connections to electrified furniture partitions,
26 electrical devices and trim;
27
- 28 ▪ Electrical/electronic instrumentation (** see below) (not pneumatic),
29 electrical connections to conveyor systems, robotics and programmable
30 controllers;
31
- 32 ▪ Electrical connections of electrified cranes and trolleys;
33
- 34 ▪ Sound and fire pads, fire caulking resultant to the electrical installation;
35
- 36 ▪ Life safety and emergency systems;
37
- 38 ▪ UPS and clean power systems, medium voltage distribution systems,
39 electrical bus ducts, electrical gutters, electrical cable tray and electrical
40 grounding systems;
41
- 42 ▪ Solar photovoltaic systems and sinology principles are to be included
43 (such as all solar panels, related conduit and wiring and the related
44 electronic devices associated with a photovoltaic installation);
45

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

33 The Employers and the Union agree to mutual cooperation to ensure the
34 "Scope of Work" provisions work to the benefit of the Electrical Industry.
35

36 (b) No electrical equipment installed under this section
37 shall be energized while in a definite hazardous condition after normal
38 working hours unless under the supervision of a qualified electrician.
39
40
41
42
43

CABLE SPLICING

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

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

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

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

WELDING

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

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

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

PAID PARKING

Section 3.19 (a) In the Metropolitan Areas of Santa Clara County, **where free parking is not available within six (6) blocks of the job** or project, the Employer shall reimburse Employees at the lowest rate available within said six (6) block area, provided the Employee presents a signed and dated receipt for each parking expenditure, or the Employer may opt to furnish

1 transportation from a central location within fifteen (15) minutes of the job-
2 site, prior to starting time and return to the central location by the regular
3 quitting time.

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

11 12 13 **ARTICLE IV** 14 **INSIDE APPRENTICESHIP**

15
16 **Section 4.01** There shall be a local Joint Apprenticeship and Training
17 Committee (JATC) consisting of a total of either six or eight (6 or 8) members
18 who shall also serve as Trustees to the local apprenticeship and training trust.
19 An equal number of members either three or four (3 or 4) shall be appointed,
20 in writing, by the local chapter of the National Electrical Contractors
21 Association (NECA) and the Local Union of the International Brotherhood of
22 Electrical Workers (IBEW).

23
24 The local apprenticeship standards shall be in conformance with national
25 guideline standards and industry policies to ensure that each apprentice has
26 satisfactorily completed the NJATC required hours and course of study. All
27 apprenticeship standards shall be registered with the NJATC before being
28 submitted to the appropriate registration agency.

29
30 The JATC shall be responsible for the training of apprentices, journeymen,
31 installers, technicians, and all others (un-indentured, intermediate
32 journeymen, etc.)

33
34 **Section 4.02** All JATC member appointments, reappointments, and
35 acceptance of appointments shall be in writing. Each member shall be
36 appointed for a three (3) year term, unless being appointed for a lesser period
37 of time to complete an un-expired term. The terms shall be staggered, with one
38 (1) term from each side expiring each year. JATC members shall complete
39 their appointed term unless removed for cause by the party they represent or
40 they voluntarily resign. **All vacancies shall be filled immediately.**

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

5
6 The JATC should meet on a monthly basis, and also upon the call of the
7 Chairman.

8
9 **Section 4.03** Any issue concerning an apprentice or an apprenticeship
10 matter shall be referred to the JATC for its review, evaluation, and resolve; as
11 per standards and policies. If the JATC deadlocks on any issue, the matter shall
12 be referred to the Labor-Management Committee for resolution as outlined in
13 Article I of this Agreement; except for trust fund matters, which shall be
14 resolved as stipulated in the local trust instrument.

15
16 **Section 4.04** There shall be only one (1) JATC and one (1) local
17 apprenticeship and training trust. The JATC may, however, establish joint
18 subcommittees to meet specific needs, such as residential or
19 telecommunications apprenticeship. The JATC may also establish a
20 subcommittee to oversee an apprenticeship program within a specified area of
21 the jurisdiction covered by this Agreement.

22
23 All subcommittee members shall be appointed, in writing, by the party they
24 represent. A subcommittee member may or may not be a member of the JATC.

25
26 **Section 4.05** The JATC may select and employ a part-time or a full-time
27 Training Director and other support staff, as it deems necessary. In considering
28 the qualifications, duties and responsibilities of the Training Director, the
29 JATC should review the Training Director's Job Description provided by the
30 NJATC. All employees of the JATC shall serve at the pleasure and discretion
31 of the JATC.

32
33 **Section 4.06** To help ensure diversity of training, provide reasonable
34 continuous employment opportunities and comply with apprenticeship rules
35 and regulations, the JATC, as the program sponsor, shall have full authority
36 for issuing all job training assignments and for transferring apprentices from
37 one Employer to another. **The Employer shall cooperate in providing**
38 **apprentices with needed work experiences. The Local Union**
39 **referral office shall be notified, in writing, of all job-training assignments.**

1 If the Employer is unable to provide reasonable continuous employment for
2 apprentices, the JATC is to be so notified.

3
4 **Section 4.07** All apprentices shall enter the program through the JATC
5 as provided for in the registered apprenticeship standards and selection
6 procedures.

7
8 An apprentice may have their indenture canceled by the JATC at any time prior
9 to completion as stipulated in the registered standards. Time worked and
10 accumulated in apprenticeship shall not be considered for Local Union referral
11 purposes until the apprentice has satisfied all conditions of apprenticeship.
12 Individuals terminated from apprenticeship shall not be assigned to any job in
13 any classification, or participate in any related training, unless they are
14 reinstated in apprenticeship as per the standards, or they qualify through means
15 other than apprenticeship, at some time in the future, but no sooner than two
16 (2) years after their class has completed apprenticeship, and they have gained
17 related knowledge and job skills to warrant such classification.

18
19 **Section 4.08** The JATC shall select and indenture a sufficient number of
20 apprentices to meet local manpower needs. The JATC is authorized to
21 indenture the number of apprentices necessary to meet the job site ratio as per
22 Section 4.12.

23
24 **Section 4.09** Though the JATC cannot guarantee any number of
25 apprentices; if a qualified Employer requests an apprentice, the JATC shall
26 make every effort to honor the request. If unable to fill the request within ten
27 (10) working days, the JATC shall select and indenture the next available
28 person from the active list of qualified applicants. An active list of qualified
29 applicants shall be maintained by the JATC as per the selection procedures.

30
31 **Section 4.10** To accommodate short-term needs when apprentices are
32 unavailable, the JATC shall assign un-indentured workers who meet the basic
33 qualifications for apprenticeship. **Un-indentured workers shall not remain**
34 **employed if apprentices become available for OJT assignment.**
35 Unindentured workers shall be used to meet job site ratios except on wage-
36 and-hour (prevailing wage) job sites.

37
38 Before being employed, the unindentured person must sign a letter of
39 understanding with the JATC and the Employer — agreeing that they are not
40 to accumulate more than two thousand (2,000) hours as an unindentured, that

1 they are subject to replacement by indentured apprentices and that they are not
2 to work on wage-and-hour (prevailing wage) job sites.

3
4 Should an unindentured worker be selected for apprenticeship, the JATC will
5 determine, as provided for in the apprenticeship standards, if some credit for
6 hours worked as an unindentured will be applied toward the minimum OJT
7 hours of apprenticeship.

8
9 The JATC may elect to offer voluntary related training to un-indentured; such
10 as Math Review, English, Safety, Orientation/Awareness, and Introduction to
11 OSHA, First-Aid, and CPR. Participation shall be voluntary.

12
13 **Section 4.11** The Employer shall contribute to the local Health and
14 Welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf
15 of all apprentices and unindentured. Contributions to other benefit plans may
16 be addressed in other sections of this Agreement.

17
18 **Section 4.12** Each job site shall be allowed a ratio of two (2)
19 apprentice(s) for every three (3) Journeyman Wiremen.

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

20
21
22
23
24
25
26
27
28 **The first person assigned to any job site shall be a**
29 **Journeyman Wireman.**

30
31 A job site is considered to be the physical location where employees report
32 for their work assignments. The Employer's shop (service center) is
33 considered to be a separate, single job site. All other physical locations where
34 workers report for work are each considered to be a single, separate job site.

35
36 **Section 4.13** An apprentice is to be under the supervision of a
37 Journeyman Wireman at all times. This does not imply that the apprentice
38 must always be in sight of a Journeyman Wireman. Journeymen are not
39 required to constantly watch the apprentice. Supervision will not be of a nature
40 that prevents the development of responsibility and initiative. Work may be
41 laid out by the employer's designated supervisor or Journeyman based on their

1 evaluation of the apprentice's skills and ability to perform the job tasks.
2 Apprentices shall be permitted to perform job tasks in order to develop job
3 skills and trade competencies. Journeymen are permitted to leave the
4 immediate work area without being accompanied by the apprentice.

5
6 Apprentices' who have **satisfactorily completed the first four years of**
7 **related classroom training using the NJATC curriculum and**
8 **accumulated a minimum of 6,500 hours of OJT with satisfactory**
9 **performance**, shall be permitted to work alone on any job site and receive
10 work assignments in the same manner as a Journeyman Wireman.

11
12 **An apprentice shall not be the first person assigned to a job site and**
13 **apprentices shall not supervise the work of others.**

14
15 **Section 4.14** Upon satisfactory completion of apprenticeship, the JATC
16 shall issue all graduating apprentices an appropriate diploma from the
17 NJATC. The JATC shall encourage each graduating apprentice to apply for
18 college credit through the NJATC. **The JATC may also require each**
19 **apprentice to acquire any electrical license required for journeymen to**
20 **work in the jurisdiction covered by this Agreement.**

21
22 **Section 4.15** The parties to this Agreement shall be bound by the Local
23 Joint Apprenticeship and Training Trust Fund Agreement which shall conform
24 to Section 302 of the Labor-Management Relations Act of 1947 as amended,
25 ERISA and other applicable regulations.

26
27 The Trustees authorized under this Trust Agreement are hereby empowered to
28 determine the reasonable value of any facilities, materials, or services
29 furnished by either party. All funds shall be handled and disbursed in
30 accordance with the Trust Agreement.

31
32 **Section 4.16** All Employers subject to the terms of this Agreement shall
33 contribute the amount of funds specified by the parties signatory to the local
34 apprenticeship and training trust agreement. The current rate of contribution is
35 eighty-five cents (\$0.85) per hour for each hour worked. This sum shall be due
36 the Trust Fund by the same date as is their payment to the NEBF under the
37 terms of the Restated Employees Benefit Agreement and Trust.

38
39

ARTICLE V**National Electrical Benefit Fund – (NEBF)**

1
2
3
4 **Section 5.01** It is agreed that in accord with the Employees Benefit
5 Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into
6 between the National Electrical Contractors Association and the International
7 Brotherhood of Electrical Workers on September 3, 1946, as amended, and
8 now delineated as the Restated Employees Benefit Agreement and Trust, that
9 unless authorized otherwise by the NEBF the individual Employer will
10 forward monthly to the NEBF's designated local collection agent an amount
11 equal to 3% of the gross monthly labor payroll paid to, or accrued by, the
12 employees in this bargaining unit, and a completed payroll report prescribed
13 by the NEBF. The payment shall be made by check or draft and shall
14 constitute a debt due and owing to the NEBF on the last day of each calendar
15 month, which may be recovered by suit initiated by the NEBF or its assignee.
16 The payment and the payroll report shall be mailed to reach the office of the
17 appropriate local collection agent not later than fifteen (15) calendar days
18 following the end of each calendar month.

19
20 The individual Employer hereby accepts, and agrees to be bound by, the
21 Restated Employees Benefit Agreement and Trust.

22
23 An individual Employer who fails to remit as provided above shall be
24 additionally subject to having his Agreement terminated upon seventy-two
25 (72) hours' notice in writing being served by the Union, provided the
26 individual Employer fails to show satisfactory proof that the required
27 payments have been paid to the appropriate local collection agent.

28
29 The failure of an individual Employer to comply with the applicable
30 provisions of the Restated Employees Benefit Agreement and Trust shall also
31 constitute a breach of this Agreement.

32
33
34
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**ARTICLE VI
REFERRAL PROCEDURES**

1
2
3
4 **Section 6.01** In the interest of maintaining an efficient system of
5 production in the Electrical Industry, providing for an orderly procedure of
6 referral of applicants for employment, preserving the legitimate interests of the
7 employees in their employment status within the area and of eliminating
8 discrimination in employment because of membership or non-membership in
9 the Union, the parties hereto agree to the following system of referral of
10 applicants for employment.

11
12 **Section 6.02** The Union shall be the sole and exclusive source of
13 referral of applicants for employment.

14
15 **Section 6.03** The Employer shall have the right to reject any
16 applicant for employment.

17
18 **Section 6.04** The Union shall select and refer applicants for employment
19 without discrimination against such applicants by reason of membership or
20 non-membership in the Union and such selection and referral shall not be
21 affected in any way by rules, regulations, by-laws, constitutional provisions or
22 any other aspect or obligation of Union membership policies or requirements.
23 All such selection and referral shall be in accord with the following procedure.

24
25 **Section 6.05** The Union shall maintain a register of applicants for
26 employment established on the basis of the Groups listed below. Each
27 applicant for employment shall be registered in the highest priority Group for
28 which he qualifies.

29
30
31 **JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN**

32
33 **GROUP I** All applicants for employment who have four or more
34 years' experience in the trade, are residents of the
35 geographical area constituting the normal construction
36 labor market, have passed a Journeyman Wireman's
37 examination given by a duly constituted Inside
38 Construction Local Union of the IBEW or have been
39 certified as a Journeyman Wireman by any Inside Joint
40 Apprenticeship and Training Committee, and, who have

1 been employed in the trade for a period of at least one year
2 in the last four years in the geographical area covered by
3 the Collective Bargaining Agreement.

4
5 Group I status shall be limited to one local union at one
6 time. An applicant who qualifies for Group I in a Local
7 Union shall be so registered electronically and remain on
8 Group I in that local union unless and until the applicant
9 designates another local union as his or her Group I Local
10 Union. If an applicant qualifies for Group I status in a local
11 union other than his or her home local union and
12 designates that local as his or her Group I Local Union, the
13 Business Manager of the new Group I status Local Union,
14 shall by electronic means, notify the Business Manager of
15 the applicant's former Group I status Local
16 Union.

17
18
19 **GROUP II**

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

26 **GROUP III**

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

33 **GROUP IV**

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

36
37 **Section 6.06**

38 If the registration list is exhausted and the Local Union is
39 unable to refer applicants for employment to the Employer within forty-eight
40 (48) hours from the time of receiving the Employer's request, Saturdays,
 Sundays and Holidays excepted, **the Employer shall be free to secure**

1 **applicants without using the Referral Procedure, but such applicants, if**
 2 **hired, shall have the status of "temporary employees."**

3
 4
 5 **Section 6.07** The Employer shall notify the Business Manager promptly
 6 of the names and Social Security numbers of such "temporary employees" **and**
 7 **shall replace such "temporary employees" as soon as registered**
 8 **applicants for employment are available under the Referral Procedure.**

9
 10 **SANTA CLARA COUNTY**

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

15
 16 (b) The above geographical area is agreed upon by the
 17 parties to include the areas defined by the Secretary of Labor to be the
 18 appropriate prevailing wage areas under the Davis-Bacon Act to which this
 19 Agreement applies.

20
 21 (c) **"Resident"** means a person who has maintained his
 22 permanent home in the above defined geographical area for a period of not less
 23 than **one** (1) year or who, having had a permanent home in this area, has
 24 temporarily left with the intention of returning to this area as his permanent
 25 home.

26 **EXAMINATIONS**

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

34
 35 **Section 6.10** The Union shall maintain an "Out-of-Work List" which
 36 shall list the applicants within each Group in chronological order of the dates
 37 they register their availability for employment.

38
 39
 40

SHORT CALL

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

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

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

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

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

REFERRAL APPEALS COMMITTEE

30
31
32 **Section 6.14** (a) An Appeals Committee is hereby established
33 composed of one (1) member appointed by the Union, one (1) member
34 appointed by the Employer or by the Association, as the case may be, and a
35 Public Member appointed by both of these members.
36

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

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

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

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

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

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

33 **REVERSE LAYOFF**

34
 35 **Section 6.18** When making reductions in the number of employees due
 36 to the lack of work, Employers shall use the following procedure:

37
 38 (a) Temporary employees, if any are employed, shall be
 39 laid off first. Then employees in Group IV shall be laid off next, if any are

1 employed in this Group. Next to be laid off are employees in Group III, if any
 2 are employed in this Group, then those in Group II, and then those in Group I.

3
 4 (b) Paragraph (a) will not apply as long as the special
 5 skills requirement as provided for in Section 6.13(a) is required.

6
 7 (c) Supervisory employees covered by the terms of this
 8 Agreement will be excluded from layoff as long as they remain in a
 9 supervisory capacity. When they are reduced to the status of Journeyman, they
 10 will be slotted in the appropriate group in paragraph (a) above.

11
 12
 13 **ARTICLE VII**
 14 **VACATION**

15
 16 **Section 7.01** Employees shall be allowed two (2) weeks vacation per
 17 year without pay. Where possible, vacations shall be taken at a time mutually
 18 agreeable to employee and Employer.

19
 20
 21 **ARTICLE VIII**
 22 **NATIONAL ELECTRICAL INDUSTRY FUND – (NEIF)**

23
 24 **Section 8.01** Each individual Employer shall contribute an amount not
 25 to exceed one percent (1%) nor less than .2 of 1% of the productive electrical
 26 payroll as determined by each local Chapter and approved by the Trustees,
 27 with the following exclusions:

- 28
 29 1. Twenty-five percent (25%) of all productive electrical payroll
 30 in excess of 75,000 man-hours paid for electrical work in any
 31 one (1) Chapter area during any one (1) calendar year but not
 32 exceeding 150,000 man hours.
 33
 34 2. One hundred percent (100%) of all productive electrical
 35 payroll in excess of 150,000 man-hours paid for electrical
 36 work in any one (1) Chapter area during any one (1) calendar
 37 year.
 38

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

5
6 Payment shall be forwarded monthly to the National Electrical Industry Fund
7 in a form and manner prescribed by the Trustees no later than fifteen (15)
8 calendar days following the last day of the month in which the labor was
9 performed. Failure to do so will be considered a breach of this Agreement on
10 the part of the individual Employer.

11
12
13 **Section 8.02** Effective June 1, 2015, every Employer shall contribute the
14 sum of twelve dollars and ninety-eight cents (\$12.98) per hour for each hour
15 worked for each employee working under the terms of this Agreement to the
16 Health and Welfare Trust so established for the benefits of such employees.
17 **Updated contribution rate – refer to Article 3.05(a) for further**
18 **information.**

19
20 The Trust, jointly established and administered, shall operate in compliance
21 with Federal and State regulations governing Health & Welfare. The terms of
22 said Trust Agreement are incorporated herein by reference and are as effective
23 as if fully set forth herein.

24 25 **PENSION CATEGORIES**

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

31
32 Category 4 (\$0.00) shall consist of all apprentices and journeymen wiremen
33 and technicians working under this Agreement.

34
35 Category 3 (\$2.00) shall consist of journeymen wireman, journeymen
36 technicians, and apprentices who are in the 3rd pay period or above.

37
38 Category 2 (\$4.00) shall consist of journeymen wireman, journeymen
39 technicians, and apprentices who are in the 3rd pay period or above.

40

1 Category 1 (\$6.00) shall consist of journeymen wireman, journeymen
2 technicians, and apprentices who are in the 3rd pay period or above.

3
4 **Overtime wage for employees in all categories shall be computed at the**
5 **regular, straight-time rate (Category 4).**

6
7 (b) Effective June 1, 2015 every Employer shall
8 contribute the sum of sixteen dollars and forty cents (\$16.40) per hour for each
9 hour worked for each employee working under the terms of this Agreement
10 ** to the Local Union #332 Pension Trust so established for the benefit of
11 such employees.

12
13 **Updated contribution rate – Refer to Article 3.05(a) for further**
14 **information**

15		
16	Category 1 (\$6.00)	\$22.40
17	Category 2 (\$4.00)	\$20.40
18	Category 3 (\$2.00)	\$18.40
19	Category 4 (\$0.00)	\$16.40
20		

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

24
25 ** With the exception of Probationary Apprentices.

26
27 The Pension Trust, jointly established and administered, shall operate in
28 compliance with Federal and State regulations governing Pension Plans. The
29 terms of said Trust Agreement are incorporated herein by reference and are as
30 effective as if fully set forth herein.

31
32 **JOINT ELECTRICAL INDUSTRY FUND - (JEIF)**

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

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

39

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

42 The Fund shall function in accordance with, and as provided in, it's
43 Agreement and Declaration of Trust and any amendments thereto and any

1 other of its governing documents. Each Employer hereby accepts, agrees to
2 be bound by, and shall be entitled to participate in the LMCC, as provided in
3 said Agreement and Declaration of Trust.

4
5 Each Employer shall contribute the sum of ten cents (\$.10) per hour. Payment
6 shall be forwarded monthly, in a form and manner prescribed by the Trustees,
7 no later than fifteen (15) calendar days following the last day of the month in
8 which the labor was performed. The Santa Clara Valley_Chapter, NECA, or
9 its designee, shall be the collection agent for this Fund.

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

23
24 **ADMINISTRATIVE MAINTENANCE FUND – (AMF)**

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

40

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

8
 9
 10 **PAYROLL AND FRINGE BENEFITS**
 11 **GUARANTEE TRUST FUND**

12 **Section 8.07** Each electrical contractor employing workmen under the
 13 terms of this Agreement shall deposit three hundred dollars (\$300.00), free of
 14 interest, for a payroll and fringe benefits guarantee up to thirty thousand
 15 dollars (\$30,000.00) of payroll, but not over the amount, with the Trustees
 16 who shall function under a Trust Agreement to be agreed upon between the
 17 parties. If at any time the interest accrued in the Payroll and Fringe Benefits
 18 Guarantee Trust Fund is depleted, each signatory contractor shall make an
 19 additional deposit into such fund of any amount up to three hundred dollars
 20 (\$300.00), making a total of Six Hundred dollars (\$600.00) maximum. Notice
 21 of such additional deposit shall be by the Joint Labor-Management
 22 Committee.

23
 24 Net payroll checks shall be paid by the Electrical Industry Payroll and Fringe
 25 Benefits guarantee Trust Agreement to be agreed upon between the parties.
 26 Net payroll checks shall be paid by the Electrical Industry Payroll and Fringe
 27 Benefits Guarantee Trust Fund in a total amount not to exceed four thousand
 28 dollars (\$4,000.00) maximum per employee.

29
 30 The parties to this Agreement reserve the right to demand a payroll bond if
 31 special conditions exist that warrant the need for such a bond. The amount of
 32 the payroll bond will be set by the Business Manager and Chapter Manager.

33
 34 This payroll and fringe benefits deposit is in no respect a bond covering the
 35 contractor's payroll and fringe benefits obligations, but only an emergency
 36 fund to relieve employees' financial strain caused by issuing of bad checks or
 37 failure of contractors to meet payroll, or failure of contractors to make fringe
 38 benefit contributions as provided in this Agreement. If the contractor defaults
 39 in the foregoing, his liability shall be as set forth in the Trust Agreement but
 40 shall, in any event, include the following:

- 1
2 1. The contractor shall be liable for cost of enforcing
3 collection, including but not limited to court costs,
4 attorney fees, loss of earnings of an employee not paid,
5 fringe benefits lost to an employee and any other expenses
6 as determined by the Trustees to be the fault of such
7 delinquent contractor.
8
- 9 2. The trustees are authorized to institute whatever federal or
10 state, civil or criminal actions as are necessary to enforce
11 collection. Upon collection of defaulted payroll, or a bad
12 check, employees must reimburse the Payroll and Fringe
13 Benefits Guarantee Trust Fund. Employees shall
14 cooperate in every manner in regard to the collection of
15 defaulted payroll, as requested by the trustees.
16
- 17 3. The contractor must, within five (5) calendar days after
18 notice from the Business Manager of Local Union 332,
19 IBEW, make good any defaulted wages to his/her
20 employees. Failure to do so shall subject the contractor to
21 immediate cancellation of his/her Agreement with Local
22 Union No.332, IBEW.
23
- 24 4. On the first default of payroll payments and/or fringe
25 benefit payments the defaulting contractor shall, upon
26 notice from the Trustees, furnish a surety or cash bond in
27 the amount of twenty thousand dollars (\$20,000.00) as
28 guarantee that wage payments and fringe benefit payments
29 will be regularly made. On the second default of payroll
30 and/or fringe benefit payments, the defaulting contractor
31 shall furnish a bond in an amount to be set by the Trustees
32 using the following formula:
33

34 Four (4) times the weekly wages and fringe benefits
35 for all of said signatory contractors' employees
36 covered by this Agreement for previous twelve (12)
37 month period.
38

39 However, the amount of bond required in this
40 instance shall not be less than twenty thousand

1 dollars (\$20,000.00). Failure to furnish the above-
2 referred-to bond shall constitute cause for
3 immediate cancellation of the Collective
4 Bargaining Agreement at the option of the Local
5 Union and the processing of all legal procedures
6 necessary to enforce collection of defaulted amount,
7 plus collection costs and interest involved. It shall
8 not be a violation of this Agreement for the Union
9 to refuse to permit persons covered by this
10 Agreement to work on said job or project until all
11 such wages and/or fringe benefits have been paid.
12

13 5. Whenever a contract for a job that has been partially
14 completed by another contractor he shall notify the Local
15 Union in writing, before starting work. On any job or
16 project which has been partially completed by one
17 contractor and work there-on has stopped because of the
18 failure of the contractor to meet his current obligations and
19 money is due and payable to employees as wages and has
20 not been paid, and/or money is due and payable to existing
21 fringe benefit funds and has not been paid, it shall not be
22 a violation of this Agreement for the Union to refuse to
23 permit persons covered by this Agreement to work on said
24 job or project until all such wages and fringe benefits have
25 been paid.
26

27 6. It is understood and agreed that this Payroll and Fringe
28 Benefits Guarantee Trust Fund is considered a joint fund
29 covering the workmen working under the Inside
30 Agreement.
31

32 **DEFAULTED PAY PROVISION**

33 Any and all disputes, claims, or grievances relating to defaulted wage
34 payments must be filed with the Local Union and NECA Chapter office within
35 seven (7) calendar days after the regular payroll period in question. In the case
36 of non-negotiable payroll checks, the time requirement shall be within twenty-
37 four (24) hours of the employee receiving the bad check notice.
38
39

1 **ARTICLE IX**
2 **SEPARABILITY CLAUSE**
3

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

9
10 (Both parties agree if we are unable to negotiate new language, it will be
11 referred back to the grievance procedure contained in the Agreement).
12
13

14 **ARTICLE X**
15 **SUBSTANCE ABUSE**
16

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

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION – (EEOC)

It is the stated policy of the parties to this Agreement to provide equal employment opportunities to all persons as their rights are set forth under State and Federal Law, and to correct all violations thereof (Grievances or Charges).

ARTICLE XII

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE – (NLMCC)

Section 12.01 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 U.S.C., 186(c)(9). The purposes of this Fund include the following:

- (1) To improve communication between representatives of labor and management;
- (2) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- (3) To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;

- 1 (6) To encourage and support the initiation and operation
2 of similarly constituted local labor-management
3 cooperation committees;
4
- 5 (7) To engage in research and development programs
6 concerning various aspects of the industry, including,
7 but not limited to, new technologies, occupational
8 safety and health, labor relations, and new methods of
9 improved production;
10
- 11 (8) To engage in public education and other programs to
12 expand the economic development of the electrical
13 construction industry;
14
- 15 (9) To enhance the involvement of workers in making
16 decisions that affect their working lives; and
17
- 18 (10) To engage in any other lawful activities incidental or
19 related to the accomplishment of these purposes and
20 goals.
21

22 **Section 12.02** The funds shall function in accordance with, and as
23 provided in, its' Agreement and Declaration of Trust, and any amendments
24 thereto and any other of its governing documents. Each Employer hereby
25 accepts, agrees to be bound by, and shall be entitled to participate in the
26 NLMCC, as provided in said Agreement and Declaration of Trust.
27

28 **Section 12.03** Each Employer shall contribute one (1) cent per hour
29 worked under this Agreement up to a maximum of 150,000 hours per year.
30 Payment shall be forwarded monthly, in a form and manner prescribed by the
31 Trustees, no later than fifteen (15) calendar days following the last day of the
32 month in which the labor was performed. The Santa Clara Valley Chapter,
33 NECA, or its designee, shall be the collection agent for this Fund.
34

35 **Section 12.04** If an Employer fails to make the required contributions to
36 the Fund, the Trustees shall have the right to take whatever steps are necessary
37 to secure compliance. In the event the Employer is in default, the Employer
38 shall be liable for a sum equal to 15% of the delinquent payment, but not less
39 than the sum of twenty dollars (\$20.00), for each month payment of
40 contributions is delinquent to the Fund, such amount being liquidated
41 damages, and not a penalty, reflecting the reasonable damages incurred by the
42 Fund due to the delinquency of the payments. Such amount shall be added to

1 and become a part of the contributions due and payable, and the whole amount
2 due shall bear interest at the rate of ten percent (10%) per annum until paid.
3 The Employer shall also be liable for all costs of collecting the payment
4 together with attorneys' fees.

5

6

CODE OF EXCELLENCE

7 **Section 12.05** The parties to this Agreement recognize that to meet the
8 needs of our customers, both Employer and Employee must meet the highest
9 levels of performance, professionalism, and productivity. The Code of
10 Excellence has proven to be a vital element in meeting the customers'
11 expectations. Therefore, each IBEW Local Union and NECA Chapter shall
12 implement a Code of Excellence Program. The program shall include
13 minimum standards as designed by the IBEW and NECA.



For the National Electrical
Contractors Association,
Santa Clara Valley Chapter

William T. Barrow
Chapter Manager
Secretary



For the International Brotherhood
of Electrical Workers Local Union
332

Gerald E. Pfeiffer
Business Agent/Financial

GEP:mg/opeiu#29/afl-cio

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

09/25/2015

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

1		
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