

INSIDE WIREMAN'S AGREEMENT

BETWEEN

**LOCAL UNION 477 INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

AND

**SOUTHERN SIERRAS CHAPTER NATIONAL
ELECTRICAL CONTRACTORS ASSOCIATION**

COVERING

SAN BERNARDINO, INYO AND MONO COUNTIES IN CALIFORNIA

JUNE 1, 2024 – MAY 31, 2028

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AGREEMENT GENERAL

Agreement by and between the Southern Sierras Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 477, IBEW.

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

As used hereinafter in this Agreement, the term "Chapter" shall mean the Southern Sierras Chapter of NECA and the term "Union" Shall mean Local Union No. 477, IBEW.

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

Whenever the male gender is used in this agreement, the female gender is also intended.

ARTICLE I

EFFECTIVE DATE – CHANGES – GRIEVANCES – DISPUTES

Effective Date:

Sec. 1.01. This Agreement shall take effect June 1, 2024 and shall remain in effect until May 31, 2028 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

Changes:

Sec. 1.02. (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

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

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

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

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

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

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

Sec. 1.04. During the term of this Agreement, there shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Grievances/Disputes

Sec. 1.05. There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The local Union shall select the Union representatives and Chapter shall select the management representatives.

Sec. 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties of this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Sec. 1.07. All matters coming before the Labor-Management Committee shall be decided by majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. **In absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.**

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

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

Sec. 1.10. Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within ten (10) working days of its occurrence shall be deemed to no longer exist.

Sec 1.11. Wages and Hour Disputes

"(a) The Union and the Employer intend that the Grievance-Disputes provisions in the Agreement shall be the exclusive method of resolving all disputes between the Employer and the Union and the employee covered by this Agreement. Such disputes shall include any statutory claims relating to the payment of wages for time worked, training, time rest and meal periods, or overtime pay,

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including any alleged violations of the Federal Fair Labor Standards Act, the California Labor Code, Wage Order 16 of the Industrial Welfare Commission of the State of California, California Business & Professions Code Section 1720et seq., Federal and State Prevailing Wage Laws, and other wage and hour related matters (hereinafter referred to collectively as "wage and hour claims or disputes)." The parties agree that any employees' or employees' wage and hour claims or disputes shall be resolved through the grievance and arbitration process provided for this Agreement. All wage and hour claims or disputes shall be filed within the applicable statutory time limits from the date on which the alleged wage and hour claim or dispute is alleged to have occurred. Such limits are determined by whether the alleged incident is governed by California State Law or by the Federal Fair Labor Standards Act."

"(b) Only the Union has the right to assert collective or class action grievances or claims on behalf of more than one employee. All such grievances shall be initiated and processed in accordance with the grievance and arbitration provisions in this Agreement. The employee (by and through the Union) shall be provided all substantive rights and remedies available under applicable law. Notwithstanding the preceding sentence, an individual employee cannot pursue, call and/or collective wage and hour claims or disputes or grievances on behalf of more than the individual employee. It is the goal of the parties to swiftly and fairly address and resolve all employee concerns. The Employer and the Union agree to work swiftly and cooperatively to resolve and remediate, if necessary, any disputes that arise. This section applies only to statutory claims that authorize the use of a class of collective action procedure."

ARTICLE II

EMPLOYER RIGHTS – UNION RIGHTS

Qualification of Employer

Sec. 2.01. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the electrical industry. Therefore, an Employer who contracts for electrical work is a person, partnership, firm or corporation having these qualifications and maintaining a legal, permanent place of business, a suitable financial status to meet payroll requirements, must be in possession of a valid state license as an electrical contractor and employing at least one (1) Journeyman.

(a) The Union shall not sign any non-electrical /electronic contractors to this Agreement (e.g. General Contractors, Owners, etc.....)

Sec. 2.02. No member or workman shall contract for any electrical work either by firm bid or on an hourly basis, unless he is signatory to this Agreement and is in compliance with Sections 2.01 and 2.03 of this Agreement.

Working Contractor

Sec. 2.03. A working contractor shall not be permitted to work with the tools, including overtime work, without employing a Journeyman as specified in Section 2.01.

Sec. 2.04. Only one member of an Employing concern, under the terms of this Agreement may work with the tools as a journeyman, at the electrical trade in any capacity for himself.

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Sec. 2.05. A Local Union member or workman holding the California License as an electrical contractor with a C-10 classification shall not be allowed to work back and forth as contractor or Journeyman as the occasion arises.

Sec. 2.06. Holders of currently active C-10 License in the State of California shall not be allowed to work under the terms of this Agreement, except as noted in Section 2.04, until submitting written evidence that such License has been or is in the process of being inactivated in accordance with the inactivation rules set forth by the California Contractor's State License Board.

This shall not preclude any person from activating his license on a temporary basis, if required by law to maintain his License. The parties of this Agreement will be so notified by the License holder.

Management Rights

Sec. 2.07 The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Sec. 2.08. It is the understandable right of every employer to build a strong organization. When employers comply with the provisions of the agreement, employees will not be removed from his shop without first discussing it with the employer. When the employer secures a contract, that contract is his property to direct and operate as he sees best. The employer shall have the ownership and direction of the job; the union or its representatives shall have the direction of its members, on union matters, who work on the job. The line of demarcation between these two is clear and distinct.

Contractors Place of Business

Sec. 2.09. For the purpose of the application of this Agreement, an established shop is a shop which has been established under the terms of this Agreement and recognized by the Local Union as such, at least ninety (90) days prior to bidding or negotiating for any work or any job. This Section is not intended to prevent bidding or negotiating of work by contractors other than established shops as defined herein.

Non – resident Employees – Portability

Sec. 2.10. An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances

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with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial relations.

Loaning of Union Members

Sec. 2.11. The Employer shall not loan or cause to be loaned the members of the Union in his employ to any other employer without first securing permission of the Union and then only when applicants possessing the required skills are not available through the Referral Procedure.

Individual Contract – Separate Job

Sec. 2.12. Each individual contract that a contractor receives for work on a building, a group of buildings, or other electrical work that a contractor has received by bid or negotiations shall include all addenda, extras, etc., which will become a portion of the completed job. Where the above applies, each contract shall be considered a separate job.

Truck Identification

Sec. 2.13. Employers' signatory to this Agreement shall have the name of their firm displayed in easily visible letters on all trucks used for carrying material or men, owned by the firm. The size of the letters shall be a minimum of one and one-half (1 ½) inches and the size of the overall identification name shall be a minimum of thirty-six (36) square inches.

Lien Release

Sec. 2.14. Contractors shall use a standard lien form, the language of which shall be worked out by mutual agreement between the parties of this Agreement.

License Fees

Sec. 2.15. When an employer is required to work in towns or counties where license fees are required, the employer shall pay such fees for the one man sent representing the employer.

Union Labeled Fixtures

Sec. 2.16. The Employer agrees to use I.B.E.W. Union Labeled fixtures, when possible, which are manufactured and/or assembled and wired under labor conditions specified in I.B.E.W. collective bargaining agreements.

Payroll Records – Payroll or Fringe Payments Default

Sec. 2.17. Upon request of the Business Manager of the Union the payroll records of the employer shall be made available for his examination.

Sec. 2.18. Any employer subject to the terms of the Agreement, whose paychecks are not honored by the bank on which they are drawn, due to insufficient funds, shall deposit in a bank (insured through FDIC),

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as escrow agent the sum of \$600.00 for each employee, to be held or paid in accordance with the provisions as described below. Should the individual employer involved fail to comply within fifteen (15) calendar days after he has been notified as provided in the first sentence, the Union will immediately take the necessary steps to terminate such Employer's Agreement.

Should such an individual Employer again default in his payments, sufficient funds shall be withdrawn by the escrow agent, after written notification from the union or the trust, as the case may be, to cover deficiencies in payments and pay to affected employee or trust fund any amounts due.

Upon proof of financial stability on the part of the Employer involved, the above account shall be closed and all funds on deposit returned to the individual Employer upon written notification from the Union. Any bank service charges for handling such account shall be paid for by the individual employer. The above mentioned \$600.00 per employee shall also be used to cover any similarly dishonored checks covering fringes, N.E.B.F. and/or Educational Trust Funds.

Sec. 2.19. Any Contractor who becomes delinquent in his payment to the National Electrical Benefit Fund may be required to post a bond to cover national Electrical Benefit Fund payments.

Workman's Compensation Insurance

Sec. 2.20. For all employees covered by this Agreement the Employer shall carry Worker's Compensation Insurance with a Company authorized to do business in the State, Social Security and such other protective insurance as may be required by the laws of this State and shall furnish satisfactory proof of such to the Union. He shall also make contributions to the California Unemployment Compensation Commission.

Rebate of Wages

Sec. 2.21. No Employer or member of the Union, or their agents shall give or accept, directly or indirectly, any rebate of wages. Any employer found violating this provision shall be subject to having his Agreement terminated upon written notice thereof being given by the Union.

Acceptance of a wage lower than that provided herein, by any employee, shall not be accord and satisfaction, and the employee shall have a legal right to recover any additional wages actually due hereunder.

Favored Nations Clause

Sec. 2.22. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Union Security

Sec. 2.23. No provision of this contract can in any way be contravened, amended or set aside by any private agreement between the employee and the employer.

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Sec. 2.24. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth-day following the date of their employment or the effective date of this Agreement, whichever is later.

In the event that the Union does not accept into membership any workman tendering the admission fees and regular monthly dues, the foregoing paragraph shall not be applicable.

Disciplining Members

Sec. 2.25. The Union reserves the right to discipline its members for violations of its laws, rules and agreements.

Assistance to Labor Movement

Sec. 2.26. This Agreement does not deny the right to the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so, but no removal shall take place until notice is first given to the Employer involved.

When such removal takes place, the Union or its representative shall direct the workmen on such job to carefully put away all tools, material, equipment or other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

Sec. 2.27. The Policy of the Local Union and its members is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Annulment/Subcontracting

Sec. 2.28. The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

Sec. 2.29. No workman shall use any automobile in a manner detrimental to the best interest of other members, nor shall any member use his automobile to transport the Employer's tools or material. No Employee shall loan or rent cars, trucks, tools, or other equipment to his Employer.

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Workmanship

Sec. 2.30. Workmen shall install all electrical work in a safe and workman like manner and in accordance with applicable code and contract specifications.

A Journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time at the direction of the investigating committee, unless errors were made by order of the employer or the employer's representative.

Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision; correction to be made only after a fair investigation by the employer and/or his representative and the Business Manager of the Union.

Journeyman Capabilities

Sec. 2.31. Journeyman Wireman as defined under the terms of this Agreement may be required to perform work under any and all journeyman classifications set forth in this Agreement. All workers covered under the terms of this Agreement must biannually attend and successfully complete 30 hours of classroom training in related electrical courses approved in advance by the Training Trust, and beginning 6/1/2022 have and maintain a current/active CPR/First Aid Certification. All Journeymen working under this Agreement must have a current/active California State Electrician Certification, beginning 6/1/2022 hold an OSHA 10 Certification, and by 5/31/2027 NFPA 70E Certification.

Journeyman's Tool List – Clothing

Sec. 2.31. (a) Journeyman shall provide themselves with the following tools:

Pencil
Knife
Six Foot wooden folding rule (permissible, but not required)
Tape Measure (not to exceed 25 feet)
Small Chain Wrench (2") (permissible, but not required)
Pliers – cutting
Screwdrivers – not over 8"
Conduit reamer (Screwdriver mount type) (permissible, but not required)
*Spin Type Nut Drivers 3/16", ¼", 9/32", 7/16", 3/8", & ½"
(permissible, but not required)
Center Punch
Compass Saw or Key Hole Saw (Permissible, but not required)
Hacksaw Frame
Hammer
Level – small
Plumb bob
Cold Chisel
Square
Pliers – Channellock's
Long Nose Pliers
Sta Con Pliers

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Voltage Tester – (Tic Tracer type, Similar to Milwaukee 2202-20)
(permissible, but not required)
Forked DMM – 600v – 1,000v capacity, (Similar to Milwaukee 2205 – 20)
(DMM by 6-1-16)
Tool Pouch and belt
Toolbox
Diagonal Pliers
Welding Hood and Goggles (permissible, but not required)
*Allen Wrenches (full set through 3/8", plus 1/2")
*Taps, 6-32, 8-32, 10-24
*Tap Drills and clearance
*Wire stripper
3/8" socket set up to 3/4"
Box/Open combination wrenches 7/16", 1/2" and 9/16"
Protractor (permissible, but not required)

*These tools are to be replaced by the contractor when broken or worn beyond use.
Any tools that are provided by the Contractor will be used in lieu of personal tools.

- (b) Cable splicers shall furnish only hand tools
- (c) Workman shall wear clothing which is in compliance with the job requirements and safety standards (OSHA)
- (d) Journeymen shall ascertain that all tools are in good workable and safe condition and comply with State, Federal Safety Standards (OSHA).

Gloves – Compounds

Sec. 2.33. Gloves must be furnished by the Employer where employees are required to use compounds and/or grease for wire or hardware lubrication, etc.

Other Tools

Sec. 2.34. The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them, providing the Employer furnishes the necessary lockers, job boxes or other safe places for storage.

Storage Tools

Sec. 2.35. The Employer shall furnish a lockable place for the employees to leave their tools during the time that the employees are off the job or project. Employers will be responsible for all tools unless lockable place is provided.

Tool Replacement Fund

Sec. 2.36. The parties hereby agree to establish a Tool Replacement Fund with a contribution of five cents (\$.05) per hour effective June 1, 2000.

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In the event a theft occurs when the job or project is shut down and the Employer has met the criteria in Section 2.35, then a claim to the Tool Replacement Fund will be accepted. Rules for requesting reimbursement will be available from Local Union 477, IBEW and the Southern Sierras Chapter, NECA.

- (a) When the cash balance of the Tool Fund reaches \$25,000 dollars, the five cents (\$.05) per hour, shall revert back to the San Bernardino County Electrical Education and Training Trust Fund. When the cash balance of the Tool Fund drops below \$15,000 dollars the five cents (\$.05) per hour will be redirected to the Tool Fund.

CABLE SPLICING

Lead Cable

Sec. 2.37. All work of joining, splicing and insulating, and the placing of flameproof covering where wiped lead joints are necessary, shall be performed by Cable Splicers. Journeymen only shall be used in assisting Cable Splicers. Cable Splicers shall not be required to work on wires or cables when the difference in potential is over 300 volts between any two conductors or between any conductor and ground, unless assisted by another Journeyman. In no case shall Cable Splicers be required to work on energized cables carting in excess of 400 volts.

Synthetic Cable

This shall be interpreted to include synthetic cable of such installation or application characteristic, the splicing or joining of which reasonably requires skill and experience not possessed by the average Journeyman Wireman. The necessity for an assistant to the cable splicer shall be determined by the Employer.

The necessity for Journeymen assisting cable splicers on communications cable shall be at the discretion of the Employer.

Stewards

Sec. 2.38. The Union shall have the right to appoint Stewards at shops or on jobs where workmen are employed under the terms of this Agreement.

Stewards shall see that this agreement and working rules are observed and shall be allowed sufficient time to perform these duties during regular working hours. Stewards shall be appointed by , may be removed by, are subject to the authority of, and shall report to the Business Manager.

Sec. 2.39. The steward's activities shall be confined to the electrical construction industry and related problems, and he shall, with equal impartiality, see that the working conditions of the agreement are adhered to by both the Employer and Employees. On irregularities upon a job, involving other trades, the steward shall report to the Business Manager's office. If there is any objection to Section 2.38 through 2.42, parties objecting may seek relief under Article I, Section 1.04 through 1.10 Agreement.

Sec. 2.40. Contractors shall be notified in writing within forty-eight (48) hours when a steward is appointed to any of his jobs or shops.

Contractors shall notify the Business Manager of the Local Union forty-eight (48) hours prior to laying off a Steward.

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Sec. 2.41. A Steward shall not be discharged for his performance of his duties as a steward. However, he may be discharged for misconduct. In order to terminate a steward for misconduct, the behavior of the steward must be of the nature that necessitates removal from the job (eg; intoxication, fighting or such other willful acts which violates some established and definite standard of acceptable conduct) subject to the immediate notification of the Business Manager of the Local Union and Chapter Manager of N.E.C.A..

If the Business Manager and Chapter Manager cannot resolve the matter it will be subject to the Grievance Procedure so stated in Article I, Section 1.05 – 1.10.

Sec. 2.42. The Employer will arrange for job Stewards to be given a complete list of men to be paid, showing amount of money earned and hours worked by each man.

Union Access

Sec. 2.43. The representative of the Union shall be allowed access to any shop or job at any reasonable time, where workmen are employed under the terms of this Agreement.

Scope of Work

Sec. 2.44. Workmen employed on any electrical or electronic construction job under the terms of this Agreement shall do all electrical construction, and all installation of electrical and electronic work, and all electrical maintenance thereon. This shall include:

(a) The setting, processing, welding, cutting, burning, brazing, handling and moving of all electrical materials, electrical equipment, x-ray equipment, and electrical apparatus, and the making of the final running tests. This shall also include the installation of all electrical \lighting, heating and power equipment, power and control of air conditioning, building automation systems and controls, computer floor cable and connections, under carpet raceway and electrified furniture partitions and the installation and maintenance of all temporary power, light wiring, lighting retrofit and lighting/fixture maintenance.

It shall furthermore include radiation monitoring, the installation of all public address equipment, telephone equipment, electronic equipment, telemetering equipment, electronic systems, electronic devices, photovoltaic, heat tracing, programmable controllers, UPS and clean power, conveyors, and robotics including floor antenna wiring, electrified crane and trolleys, lightning arrestors all related electronic control wiring circuits and devices, and all other electrical instrumentation equipment, including installation of all related wiring fixtures, instruments and devices.

(b) The cutting and threading of all conduit, buss duct, gutters, cable tray and supports, all raceways including underground conduits, duct banks and all supports (PVC, rigid, or any other electrical raceway) and the assembly of all materials to be installed, shall be performed by workmen employed under the terms of this Agreement.

(c) Workmen working under the terms of this Agreement shall operate any and all power equipment necessary to the installation of all electrical material and equipment.

(d) All electrical installation including wiring and controls regardless of voltage, shall be installed by electrical workers employed under the terms of this Agreement.

(e) The handling, moving, distributing and placing, fabrication and installation of all electrical materials and equipment, (which includes all materials used which are necessary to the temporary

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or permanent installation of all electrical material, equipment and apparatus, including templates) shall be done by workmen working under the terms of this Agreement.

(f) This section shall not be construed to mean that a contractor will be restricted from buying and using a manufacturer's normally cataloged material item.

(g) Paralleling, multiplexing, triplexing and quadruplexing of cable by the cable manufacturer shall not be prohibited.

(h) Cable may be delivered to the job in any length providing the original multiplexing was done by the manufacturer.

(i) Sound Work, Communications Work, Television Animation Work in excess of 50 watts regardless of voltage, to come under the scope of this Agreement at the journeyman rate of pay. This shall include the installation of electronic and high frequency equipment.

Final Running Tests

Sec. 2.45. Workmen employed under the terms of this Agreement shall do all electrical construction installation or erection work and all electrical maintenance thereon, including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation and maintenance of all electrical lighting, heating and power equipment.

All checking, testing, and monitoring of circuits, instruments, all electrical equipment, motors, circuit breakers, generators, x-ray equipment and all other electrical equipment regardless of voltages, primary or secondary, including the final start up and running tests, and operating tests shall be done by workmen employed under the terms of this Agreement.

ARTICLE III

HOURS – WAGES - WORKING CONDITIONS

Hours

Sec. 3.01. (a) Except as provided in Sec. 3.01.(b), eight consecutive hours work between the hours of 6:00 a.m. and 5:00 with thirty (30) minutes for lunch period shall constitute a workday. Forty (40) hours within five (5) such workdays – Monday through Friday, inclusive – shall constitute a workweek. At no time will the lunch go beyond Six (6) hours from the start time.

(b) With agreement of both the Employer and the Union and with two weeks' notice, an alternative 4/10 workweek consisting of four (4) days per week (Monday through Thursday), ten (10) consecutive hours per day plus thirty (30) minutes for lunch between the hours of 6:00 a.m. and 5:30 p.m. work schedule may be established. Forty (40) hours within four (4) such workdays - inclusive – shall constitute a workweek. No makeup days allowed. Pay for each of these four (4) days shall be ten (10) hours per day at the straight time hourly rate. On this 4/10 workweek schedule, one and one-half times the straight time rate of pay will be paid for:

(i) hours eleven (11) and twelve (12) in a workweek day and at double the straight time hourly rate for hours over twelve (12) in a workweek day during the 4/10 work week.

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(ii) the first eight (8) hours of work on the fifth (5th) day (Friday) and at double the straight time hourly rate for hours over eight (8) on this day.

Work on Holidays (see Sec. 3.03(b), the sixth (6th) day (Saturday) and seventh (7th) day (Sunday) shall be paid at double the straight time pay rate.

(c) In desert areas during the months of June through September, the Employer and the Union mutually agree, that the regular starting time may be advanced by the Employer by no more than one (1) hour earlier.

The Union will be notified in writing when this section is implemented.

Time Clocks

Sec. 3.02. When time clocks are required by the customer of the employer, employees shall punch such time clock on the customer's or the employer's time. Picking up badges or "brass" and depositing same shall be considered the same as punching of time clocks.

Overtime – Holidays

Sec. 3.03. (a) Except as provided in Sec. 3.01.(b), a maximum of two hours per day of time and one-half the straight time rate of pay may be paid for either the first (1) consecutive hour of work or the first two (2) consecutive hours of work before or after the regular workday on Monday through Friday and for eight (8) consecutive hours of work during the regular established workday on Saturday.

(b) Except as provided in Sec. 3.01. (b), Sec. 3.03. (a) and Sec. 3.04., all work performed outside the regularly scheduled working hours and on Saturdays, Sundays, and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Martin Luther King JR. Day, Thanksgiving Day, the Friday following Thanksgiving, and Christmas, shall be paid for at double the regular straight time rate of pay, unless otherwise mutually agreed to between representatives of the Employer and the Union.

When the holiday falls on Saturday, the Friday prior shall be the recognized holiday, When the holiday falls on Sunday, the following Monday shall be the recognized holiday. Any work on these days shall be paid at the double time rate of pay.

Overtime – Other Than New Work

Sec. 3.04. Overtime pay shall be paid at the rate of time and one-half the straight-time rate of pay for service calls, trouble calls, maintenance and repair only (refer to section 3.03 in this agreement for hours and holidays), except Sundays and Holidays which shall be paid for at double the straight time rate of pay. This overtime provision shall not be construed or interpreted to mean any inclusion of new jobs or new work.

Labor Day

Sec. 3.05. No work shall be performed on Labor Day except in case of an emergency and then only after permission is granted by the Business Manager of the Union.

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Overtime – Equal Division

Sec. 3.06. It shall be the responsibility of the Steward and the Foreman and General Foreman to see that overtime is equally distributed among all workmen employed on the job. Workmen employed on any particular job shall have first preference on overtime before any other workman may be brought in from another job for the same Employer to participate in the overtime.

Overtime Meals – Rest Breaks

Sec. 3.07. (a) When workmen are required to work past ten (10) hours of work, then the Employer will allow the Employee thirty (30) minutes for a meal, and every four (4) hours thereafter.

The second meal will be at the 1 ½ time rate. All other meals will be at the double – time rate.

(b) When an Employee works sixteen (16) hours concurrently or more, then the Employee must have at least eight (8) hours rest before he can be called back to work by the Employer. If the Employee works longer than sixteen (16) hours, the Employee will be paid at the double-time rate, until the eight (8) hours rest is met.

(c) In the event of unscheduled overtime, where the employee works past ten (10) hours the employer shall provide a meal.

High Time – Premium

Sec. 3.08. Premiums based on height of work, hazard pay, type of work, etc., shall not be paid where an employee is protected from free fall while working off an OSHA approved scaffold, OSHA approved structure or under OSHA approved working conditions. When an employee actually works in a bos'n chair or similar suspended arrangement, from a belt, or under an unapproved OSHA working condition, the employee will be paid at the rate of one and one-half (1 ½) the straight time rate of pay for work between 45 feet and 90 feet and at the rate of double (2) the straight time rate of pay to work in excess of 90 feet.

Respirators – Premium

Sec. 3.09. When electrical workers are required to work under compressed air or in areas where injurious gases, dust or fumes from spray painting are present in amounts necessitating use of gas masks or respirators by electrical workers, they shall be paid a bonus of one-half the straight time rate of pay. Thirty minutes or more on such work shall entitle the workman to the premium rate of that half day.

Carrying Tools

Sec. 3.10. Carrying tools or materials to or from the job is considered working and no member shall carry tools or materials outside of working hours. It shall not be the intent of this provision to apply to incidental tools or materials which happen to be on the vehicle and are not being specifically delivered to or from the job or shop.

Shift Work

Sec. 3.11 When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) day's duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

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

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

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

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

Classification and Wage Rates

Sec. 3.12.

Classification	6/1/2024
General Foreman (1.226 X J.W. Rate)	\$65.16
Foreman (1.113 X J.W. Rate)	\$59.16
Journeyman Wireman	\$53.15
Cable Splicer (1.05 X J.W. Rate)	\$55.81
Journeyman Wireman Welding (1.05 X J.W. Rate)	\$55.81

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****Wage Increases****

6/1/2024	\$3.25
6/1/2025	\$3.50
6/1/2026	\$3.75
6/1/2027	\$3.75

****ZONE B SCHEDULED INCREASES****

6/1/2024	\$1.00	Total: \$17.70
6/1/2025	\$1.00	Total: \$18.70
6/1/2026	\$1.25	Total: \$19.95
6/1/2027	\$1.25	Total: \$21.20

Increases may be allocated to in-pocket wages or fringe contributions, see Sec. 10.09.

It is understood that eight (8) hours full benefits will be paid on any shift work.

****The General Foreman wage scale shall be 1.226 times the highest paid Journeyman rate on his crew and the Foreman wage scale shall be 1.113 times the highest paid Journeyman rate on his crew, as shown in the Agreement.**

*****When certified welders are utilized as required by specifications and/or contractor, they will be compensated at one dollar and fifty cents (\$1.50) per hour above Journeyman rate.**

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

1. NEBF	3% of Gross Labor Payroll
2. Health & Welfare	\$11.16 per-hour
3. SoCal DB Pension	\$8.09 per-hour (See Sec. 10.04 for Apprentice rates)
4. Inland Empire DC Pension	\$7.45 per-hour
5. Education & Training	\$0.78 per hour (Zone A) \$0.88 per hour (when in Zone B)
6. NEIF	1% of Gross Labor Payroll
7. LMCC	\$0.05 Employee Contribution (Zone A) \$0.38 Employer Contribution (Zone A)

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\$0.48 Employer Contribution (when in Zone B)

Sec. 3.13. Apprentices

1 st Period	40% of Journeyman Rate
2 nd Period	45% of Journeyman Rate
3 rd Period	50% of Journeyman Rate
4 th Period	60% of Journeyman Rate
5 th Period	70% of Journeyman Rate
6 th Period	85% of Journeyman Rate

Apprentices only receive a percentage of the local pension contribution, calculated using the above percentages, NEBF pension contribution is 3% for all classifications.

1st period and 2nd period apprentices only receive H&W and 3% NEBF contributions. Other fringe contributions begin in the second year.

All apprentices shall be dispatched to the electrical contractors at the rate established for them by the apprenticeship committee.

Payroll Period

Sec. 3.14. The work week shall start at 12:01 a.m. Monday and run through 12:00 midnight Sunday. Wages shall be paid weekly not later than quitting time on Thursday or at a time that is mutually agreed upon by both the Employer and the Union. No more than four (4) day's wages may be withheld. Variation in the payday and the amount of pay withheld may be by mutual consent to fit particular job conditions.

Wages shall be paid by quitting time on payday. Any workman not receiving the wages by quitting time on payday shall receive wage at the straight time hourly rate until payment is made.

The Employer has seventy-two (72) hours in which to give or mail the final paycheck to the employee who voluntarily quits. Under no circumstances will waiting time exceed more than eight (8) hours in any one twenty-four (24) hour period. When a holiday falls in the pay week, employer shall have equal days to provide payroll, however pay period cannot be later than Friday.

Payroll – Checks – Direct Deposit

Sec. 3.15. (a) All payroll checks, cash, Direct Deposit shall have a statement to be retained by workmen, showing:

1. Name and address of employer
2. Name and address of bank or financial institution holding the money (If applicable).
3. Gross payroll and net payroll
4. Amounts withheld each week
5. Employee name and ID #
6. Wage rate and hours per wage rate
7. Dates of pay period

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(b) Wages may be paid by cash, check or if previously voluntarily offered by the employer and voluntarily authorized by the employee by direct deposit. Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advanced written notification between the employee and Employer with notification copied to the Union. Payroll must be in the bank and accessible to employee by quitting time on payday.

(c) Employees may voluntarily allow for payroll to be delivered to their mailing address of choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and employer with notification copied to the union. Payroll must be postmarked by the Tuesday before payday or waiting time will be due at eight (8) hours pay per 24-hour period for everyday the postage was delayed.

W – 2 Forms

Sec. 3.16. Employers shall give or mail withholding statements (W-2) forms to employees not later than January 31st of each year, showing earnings and withholdings for the previous year.

Show Up Time and Pay

Sec. 3.17. When men are directed to report to a job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two hours pay unless notified no later than two hours prior to the start time. When employees are retained on the job past two hours, then they shall be paid not less than four hours wages. Employees retained on the job past four hours, then they shall be paid not less than eight hours wages. On projects where Section 3.01:(b)-- (4/10's) -- is implemented, show up time any pay shall be 2 - 5 - 10 instead of the 2 - 4 - 8 procedure.

For contract purposes employees shall register a current address and telephone number with the employer. If the employer is unable to contact the employee at the registered telephone number as required above, the employee will not be entitled to show up pay.

Sec. 3.18. It is agreed that except in emergencies men shall not be required to work in rain or other inclement weather.

Sec. 3.19. Any workman unable to work for any reason shall, if possible, notify the employer one hour before starting time.

Terminations

Sec. 3.20. Each employee terminated for any reason shall be given a termination slip stating the reason for such termination. The Employer shall mail a copy of the termination slip to the Business Manager of Local #477, and the Local N.E.C.A. Chapter, and a copy shall be given to the Steward on the job.

Sec. 3.21. Stewards on jobs shall be provided with a duplicate copy of the termination form when given to the employee and shall give the information outlined below:

Employee's – Name, Address, Phone, Local Union No. and Card No.

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Employer's – Name, Address, Job or Project Location

Sec. 3.22. The Employer shall have the right to determine the competency and qualifications of its employees and the right to discharge such employees for any just and sufficient cause. The Union may institute a grievance procedure under the terms of this Agreement if it feels any employee has been unjustly discharged.

In applying the above provisions the Employer shall not discriminate against employees in regard to hire or tenure of employment by reason of Union membership, provided, however, all workmen, union or otherwise, shall be classified and receive the wage scales as provided under Article III, Section 3.12 of this Collective Bargaining Agreement.

Lay Offs

Sec. 3.23. Any man reporting for work and being laid off, or any man not having been notified the previous day of a layoff, shall receive not less than two hours wages.

Sec. 3.24. Any workman laid off or discharged by the Employer shall be paid all his wages immediately. In the event he is not paid off, waiting time at the regular rate shall be charged, until payment is made, but waiting time shall not exceed eight (8) hours in any one 24 hour period at the straight time rate. All workmen shall be paid for the necessary pick time at the existing rate of pay when being laid off.

Foremen & General Foremen – Housing & Commercial Jobs or Projects

Sec. 3.25. A Foreman is an employee in charge of the job and directing others. All foreman and G.F.'s shall have competency in the following areas by June 1, 2017: Arc Flash 70E, CPR First Aid, OSHA 30.

Sec. 3.26. On jobs having a Foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except their Foreman, except where an immediate decision is necessary.

Sec. 3.27. A Foreman shall be employed on all jobs having in excess of four (4) men and shall supervise not more than twelve (12) Men.

Sec. 3.28. All Foremen shall be allowed to work with the tools.

Sec. 3.29. Workmen shall work under a Foreman, the shop Foreman may be in charge of workmen until not more than four (4) workmen are employed on any one job or project.

Sec. 3.30. When a third crew or Foreman is added or required by the terms of the Agreement, a General Foreman shall be employed and shall direct other Foreman only. A General Foreman shall not be permitted to work with the tools under any circumstances other than incidental work which shall not be considered a violation of this agreement.

A General Foreman will be employed at such time as there is an excess of twenty-four (24) men on any given project or job.

Sec. 3.31. A General Foreman is an employee in charge of the job and directing other Foreman.

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Sec. 3.32. A second General Foreman shall be employed when a sixth (6th) Foreman is required. A General Foreman may direct not more than five (5) Foremen.

Sec. 3.33. General Foremen delivering tools or materials from the shop or supplier to the job, from a job to a job or from the job to the shop or supplier shall not be construed to be working with the tools. The occasional handling of tools and material by Non-working foremen will not be considered a violation of this Agreement. This is not to be construed to permit the productive use of tools and installation of material.

Foremen & General Foremen – All Industrial Jobs or Projects

Sec. 3.34. A Foreman is an employee in charge of the job and directing others. Workmen shall work under a Foreman; the shop Foreman may be in charge of workmen until not more than four (4) workmen are employed on any one job or project. All foreman and G.F.'s shall have competency in the following areas by June 1, 2017: Arc Flash 70E, CPR First Aid, OSHA 30.

Sec. 3.35. On jobs having a Foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except their Foreman, except where an immediate decision is necessary.

Sec. 3.36. A Foreman shall be employed on all jobs having in excess of four (4) men and shall supervise not more than ten (10) men.

Sec. 3.37. A working Foreman shall supervise or direct not to exceed ten (10) workmen covered by this Agreement. Foreman shall be allowed to work with the tools.

Sec. 3.38. When more than one crew and Foremen are required on any given project or job, one shall be designated a General Foreman. The General Foreman shall be permitted to act as a Foreman over one of the crews, not comprising more than ten (10) workmen, and he shall also supervise the Foreman of the other crew.

Sec. 3.39. A General Foreman is an employee in charge of a job and directing other Foremen. The General Foreman shall not be permitted to work with the tools under any circumstances other than incidental work which shall not be considered a violation of this agreement.

Sec. 3.40. When a third crew and Foreman is established, or added, then each of the three crews shall have its own Foreman and the general Foreman shall direct other Foreman only.

Sec. 3.41. A General Foreman shall supervise not more than five (5) Foreman on any one given job or project.

A second General Foreman shall be employed when a sixth (6th) foreman is hired. He, the second General Foeman, shall direct Foreman only.

Sec. 3.42. A General Foreman delivering tools or material from the shop or supplier to the job, from a job to a job or from the job to the shop or supplier shall not be construed to be working with the tools. The occasional handling of tools and material by Non-working Foremen will not be considered a violation of this Agreement. This is not to be construed to permit the productive use of tools and installation of material.

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Foremen Call Out

Sec.3.43. The Employer shall have the right to call a Foreman or General Foreman by name provided:

- (a) The Employer shall notify the Business Manager of the name of the individual who is to be requested for employment as a Foreman or General Foreman. Upon such request, the Business Manager shall refer said Foreman provided the name appears on the highest priority group.
- (b) When an employee is called as a Foreman, that individual must remain as a Foreman for a period of not less than sixty (60) days.
- (c) A maximum of only one (1) applicant may be called out by name per job site.
- (d) The employee has not quit his previous employer within the past 2 weeks.

An Employer's Shop will not be considered a jobsite for the purpose of this section.

Zone Wages

Sec. 3.44 (A) Zone – 80 road miles from the San Bernardino City Hall at 290 North D Street in San Bernardino California 93401, will be a free zone for all contractors who perform work in Zone A.

(B) Zone – Any work outside the Zone A's 80-mile free zone shall add \$17.70 per hour to the current wage scale. (NOTE \$0.10 to JATC & \$0.10 to LMCC)

****ZONE B SCHEDULED INCREASES****

6/1/2024	\$1.00	Total: \$17.70
6/1/2025	\$1.00	Total: \$18.70
6/1/2026	\$1.25	Total: \$19.95
6/1/2027	\$1.25	Total: \$21.20

Travel Pay

Sec. 3.45. Any employee using his own transportation for traveling during the workday (see Sec. 2.29.) from shop to job, job to job and job to shop shall be paid his regular wage per hour and a travel allowance of the current IRS listed business rate per road mile for each road mile traveled.

Mandatory Paid Sick Leave

Sec. 3.46. The requirements of the "Healthy Workplaces, Healthy Families Act of 2014, California State Labor Code sections 245 – 249 are waived by this agreement.

ARTICLE IV

Referral Procedure

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Sec. 4.01. In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Sec. 4.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Sec. 4.03. The employer shall have the right to reject any applicant for employment.

Sec. 4.04. The Union shall select and refer applicants for employment without discrimination against such applicant by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selections and referrals shall be in accord with the following procedure.

Sec. 4.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

Journeyman Wireman – Journeyman Technician

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

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

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

GROUP III. All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been

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employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

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

Sec. 4.06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure, but such applicants, if hired, shall have the status of "temporary employees."

Sec. 4.07. The Employer shall notify the Business Manager promptly of the names and social security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Sec. 4.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

Inyo, Mono and San Bernardino Counties

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

Sec. 4.09. "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Sec. 4.10. "Examinations" – An "examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by the duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Sec. 4.11. The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Sec. 4.12. An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "list."

Sec. 4.13. An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon reregistration, be restored to his appropriated place within his Group.

Sec. 4.14. (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring

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applicants in GROUP I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

REPEATED DISCHARGE

Sec. 4.14. (b) An Applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the Discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) Require the applicant to obtain further training from the JATC before again being eligible for referral: (2) Disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct: (3) Refer the applicant to an employee assistance program, if available, for evaluation and recommended action: or (4) restore the applicant to his/her appropriate place on the referral list.

Sec. 4.15. The only exceptions which shall be allowed in this order of referral are as follows:

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

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

Sec. 4.16. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public member appointed by both these members.

Sec. 4.17. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Sec. 4.18. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

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Sec. 4.19. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Sec. 4.20. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Sec. 4.21. When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

(a) Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II, and then those in Group I.

(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15(a) is required.

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

Reverse Book Lay-Off

- (a) This provision may be implemented on the jobsites with forty (40) or more Journeyman and apprentices on the job.
- (b) Journeyman and Apprentices brought on-site, by means of "Portability" are exempt from lay-off as applied to section 4.21 (a).
- (c) Workers paid the G.F. and Foreman's rate of pay are exempt from lay-off as applied to section 4.21 (a).

ARTICLE V

STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE

Sec. 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course

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of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

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

Sec. 5.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 4 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

Sec. 5.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Sec. 5.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

Sec. 5.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Sec. 5.06. To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If

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the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Sec. 5.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

Sec. 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Sec. 5.09. Though the JATC cannot guarantee any number of apprentices, if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Sec. 5.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

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

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

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

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Sec. 5.11. The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Sec. 5.12. Each job site shall be allowed a ratio of two apprentices for every three Journeyman Wiremen(man).

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

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

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

Sec. 5.13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the

development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

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

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

Sec. 5.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

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Sec. 5.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

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

Sec. 5.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the party's signatory to the local apprenticeship and training trust agreement. The current rate of contribution is \$.78 per each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

NEBF - REGULAR

Sec. 6.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF") as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

ARTICLE VII

INDUSTRY FUND

Sec. 7.01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

ARTICLE VIII

LABOR-MANAGEMENT COOPERATION COMMITTEE

The Inland Empire

Sec. 8.01. The parties agree to participate in the 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 Taft-Hartley 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 organizational effectiveness.
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

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

Sec. 8.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Sec. 8.03. Each employer shall contribute \$0.38 cents per hour for each hour worked while in Zone A areas; (\$0.48 per hour worked while in Zone B areas). Payments shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Each employee shall contribute \$.05 cents for each hour worked which shall be deducted from the hourly wage and submitted by the employer). Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees.

Sec. 8.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE IX
NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE (NLMCC)

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Sec. 9.01. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under the 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 with reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) To enhance the involvement of workers in making decisions that affect their working lives; and
- 10) To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Sec. 9.02. The Fund shall function in accordance with, and as provided in, it's Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Sec. 9.03. Each employer shall contribute one cent (\$0.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in

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which the labor was performed. The Southern Sierras Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Sec. 9.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

Sec. 9.05. The 1 cent-per-hour contribution for the National LMCC is to be paid from the Local LMCC Fund. There will be no increase in the wage/fringe package for his contribution.

Article X

Dues Check Off

Sec. 10.01 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union – upon receipt of a voluntary written authorization---the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Local Fringe Benefits and Training Fund

Sec. 10.02 Each Employer bound by a Letter of Assent agrees to be bound by all the terms and conditions of the Agreement and Declaration of Trusts establishing the Southern California IBEW-NECA Pension Trust Fund, Inland Empire IBEW-NECA Health Trust and the San Bernardino County Electrical Education and Training Trust Fund.

Sec. 10.03 The Employers signatory to this Agreement agrees to contribute the following sum, for each employee covered under the terms of this Agreement, to the Inland Empire IBEW-NECA Health Trust Fund. Should the hourly contribution rate exceed the allowable tax exempt contribution rate, as per the A.C.A. law, the Plan will be solely responsible for the payment of the "Cadillac Tax".

6/1/2024.....\$11.16 per hour

Sec. 10.04. The Employers signatory to this Agreement agree to contribute the following sum, for each employee, covered under the terms of this Agreement, to the Southern California IBEW-NECA Pension Trust Fund:

6/1/20.....\$8.09 per hour

*Contributions to the Pension Trust for apprentices shall be based on the same percentage as their wage is to the journeyman wage specified in Sec. 3.13.

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Sec. 10.05. The Employers signatory to this Agreement agree to contribute the following sum to the Defined Contribution Plan for each employee covered under the terms of this Agreement to the Inland Empire IBEW-NECA Defined Contribution Trust Fund.

6/1/2024.....\$7.45 per hour

Sec. 10.06. The Employers signatory of this Agreement agree to contribute the sum of seventy-eight cents (\$.78) per hour when in Zone A area; (eighty-eight cents (\$.88) per hour when in a Zone B area) for each employee covered under the terms of this Agreement, to the San Bernardino County Electrical Education and Training Trust Fund.

The San Bernardino County Electrical Education and Training trust Fund shall be responsible for the financing of the Joint Apprenticeship and Training Trust Fund, and any other educational and training programs approved by the Education and Training Trust.

Included in the seventy-eight cents (\$.78) Zone A; and (eighty-eight cent (\$.88) Zone B; is a five cent an hour (\$.05) contribution to establish and maintain a Tool Replacement Fund (see Sec.2.36.).

Sec. 10.07. The address to which the above mentioned contributions are to be mailed is: P.O. Box 12149, San Bernardino, CA 92423.

Contributions to each of the foregoing funds shall be due and payable on or before the tenth (10th) day of each month covering hours worked by each employee through the last payroll period in the prior calendar month. Each Contractor shall file a monthly report with each Fund in the form established by the Funds, and such reports shall be filed regardless of whether a Contractor has employed any employees in the month covered by the report.

Any Contractor who fails to report to make contributions due to any of the foregoing Funds before the fifteenth (15th) day of the month in which it is due or who issues a non-sufficient check shall be considered delinquent.

Sec. 10.08. If an Employer fails to make the required contributions to the Funds, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable and subject to the following:

- 1 ½ % of the principal if late 1-30 days;
- 3 % of the principal if late 31-60 day;
- 1 ½ % will accrue for each additional thirty days late;
- Up to a maximum of 18 % per annum;

such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of eight percent (8%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

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Sec. 10.09. Any part of wages may be used for established trust contributions. The Local Union may be required to give up to ninety (90) days' notice of its intention to divert wage to fringe benefits.

The parties to the Agreement agree to vary the "effective date" for wage & fringe benefit increase/changes, up to one week before or after the dates stated in this Agreement, in order to coincide with the start of a payroll period.

ARTICLE XI

ADMINISTRATIVE MAINTENANCE FUND A.M.F.

Sec. 11.01. Effective June 1, 1996, employers signatory to this labor agreement with the Southern Sierras Chapter, NECA, designated as their collective bargaining agent shall contribute .5 % of the rate of pay per hour for each hour worked by each employee covered by this labor agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the collective bargaining, negotiations, labor relations, grievance handling and all other management duties and responsibilities in this agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the labor agreement by the 15th of the month and shall be bound to the same delinquency requirements under this labor agreement. The fund is to be administered solely by the Chapter. Enforcement for delinquent payments to the fund is the sole responsibility of the fund and/or the administrator or the fund. The fund will not be used to the detriment of the IBEW or the Local Union.

ARTICLE XII

PAYROLL AND FRINGE BENEFITS GUARANTEE TRUST FUND

Sec. 12.01. Each electrical contractor employing workers under the terms of this agreement shall deposit **Five Hundred Dollars (\$500.00)**, free of interest, for a Payroll and Fringe Benefits Guarantee up to **Seventy-Five Thousand Dollars (\$75,000.00)** of payroll, but not over that amount, with the Trustees who shall function under a Trust Agreement to be agreed upon between the parties. If, at any time, the interest accrued in the Payroll and Fringe Benefits Guarantee Trust Fund is depleted, each signatory contractor shall make an additional deposit into such fund of any amount up to One Hundred Dollars (\$100.00), making a total of **Six Hundred Dollars (\$600.00)** maximum.

Net payroll checks shall be paid by the Electrical Industry Payroll and Fringe Benefits Guarantee Trust Fund as agreed upon between the parties. Net payroll checks shall be paid by the Electrical Industry Payroll and Fringe Benefits Guarantee Fund in a total amount not to exceed Fifteen Hundred Dollars (\$1,500.00) maximum per employee.

A contractor who makes the Payroll and Fringe Benefits deposit, and pays wages and fringe benefits to employees covered by this agreement, shall be absolved from all responsibilities with respect thereto. This Payroll and Fringe Benefits deposit is in no respect a bond covering the contractor's payroll and fringe benefits obligation, but only an emergency fund to relieve employees' financial strain caused by the issuing of bad checks, or failure of contractors to meet payroll, or failure of contractors to make fringe benefit contributions as provided in this agreement. If the contractor defaults in the foregoing, his/her liability shall be as set forth in the Trust Agreement but shall, in any event, include the following:

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- (1) The contractor shall be liable for cost of enforcing collection, including but not limited to court costs, attorney fees, loss of earnings of an employee not paid, fringe benefits lost to an employee and any other expenses as determined by the Trustees to be the fault of such delinquent contractor.
- (2) The Trustees are authorized to institute whatever federal or state, civil or criminal actions as are necessary to enforce collection. Upon collection of defaulted payroll, or bad check, employees must reimburse the Payroll and Fringe Benefit Guarantee Trust Fund. Employees shall cooperate in every manner in regard to the collection of defaulted payroll, as requested by the Trustees.
- (3) The contractor must, within five (5) calendar days after notice from the Business Manager of Local Union 477, IBEW, make good any defaulted wages to his/her employees.
- (4) On the first default of payroll payments and/or fringe benefit payments the defaulting contractor shall, upon notice from the Trustees, furnish a surety or cash bond in the amount of Five Thousand Dollars (\$5,000.00) as guarantee that wage payments and fringe benefit payments will be regularly made. On the Second default of payroll and/or fringe benefit payments, the defaulting contractor shall furnish a bond or equivalent of at least Ten Thousand Dollars (\$10,000.00). The amount of bond also may be set by the Trustees by using the following formula:

Four (4) times the weekly wages and fringe benefits for all of said signatory contractor's employees covered by this agreement.

However, the amount of bond required in this instance shall not be less than Ten Thousand Dollars (\$10,000.00). Failure to furnish the above referred to bond shall constitute cause for immediate cancellation of the Collective Bargaining Agreement, at the option of the Local Union, and the processing of all legal procedures necessary to enforce collection of defaulted amount, plus collection costs and interest involved. It shall not be a violation of this agreement for the Union to refuse to permit persons covered by this agreement to work on said job or project until all such wages and/or fringe benefits have been paid.

(1) Whenever a contractor has definite knowledge that he is taking over a contract for a job that has been partially completed by another contractor, he/she shall notify the Local Union, in writing, in the area before starting work.

(2) It is understood and agreed that this Payroll and Fringe Benefits Guarantee Trust Fund is considered a joint fund covering both the Inside and Outside Agreements and groups of workers. Consequently, contractors who are engaged in both inside and outside work shall make only one Payroll and Fringe Benefits deposit to this Trust.

ARTICLE XIII

SAFETY

Sec. 13.01. Electrical contractors shall post on every job the name of their Worker's Compensation and Disability Insurance carriers and a list of doctors and medical facilities available in case of job injury, as required by CAL OSHA. An adequate first aid kit shall be mandatory on every job or truck.

Adequate safety and protective devices shall be supplied workmen by the Employer on all hazardous work in accord with the Safety Order of CAL OSHA and rules of the Union. They shall also observe instructions

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of the Employer in matters of safety, provided instructions are not in conflict with Safety Order of CAL OSHA and recognized practices of the trade.

Sec. 13.02. On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two or more journeymen must work together, one standing by wearing rubber gloves.

Sec. 13.03. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drugs and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW Local Union and NECA Chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the Local Union and Chapter to meet the requirements of those laws and regulations.

Radiation

Sec. 13.05. On any job where workmen are exposed to radioactive materials and/or radiation in excess of one-tenth of the Maximum Permissible Limits (MPL), as established by the International Commission on Radiation Protection, the employer shall employ a qualified Journeyman Radiation Monitor, when necessary, whose wage scale shall be equivalent to that of a Journeyman Electrician. Such Radiation Monitors shall determine the location of hazardous zones and shall be responsible for the radiation hazards therein.

He shall maintain permanent and accurate time checks on all workmen entering and leaving such zones, including radiation dosage of all personnel emerging from the radiation zone. He shall also be in charge of any decontamination of personnel, their tools, materials, or equipment. The Radiation Monitor shall make reports to the supervising Electrician on the job for safety and coordination purposes.

ARTICLE XIV

TUNNEL PROJECT MODIFICATION

This article provides for modification of specific conditions for tunnel construction. Modifications covered in this Article are as follows:

Section 14.01:	Hourly Wage Rates
Section 14.02:	Shift Work
Section 14.03:	Meal Periods
Section 14.04:	Travel Compensation Within Tunnels
Section 14.05:	Hazard Pay
Section 14.06:	Working Conditions

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Scope of Work

Workmen employed under this Article shall perform all electrical construction, installation, maintenance and repair work in tunnels, shafts, adits or stopes, including installation of all temporary power and light wiring.

Wage Rates

Sec. 14.01. The minimum hourly wage rate for work performed in any uncompleted tunnel, shaft, adit, or stope shall be the percentage set forth below, and shall be effectuated so as to coincide with Article III, Section 3.12 of the Inside Wireman's Agreement provisions as it now requires and as required by subsequent amendments. Percentages of Journeyman Wireman's wage scale of Article III, Section 3.12 to be reflected and maintained.

<u>Classification</u>	6/1/2024
Journeyman Wireman (110% x Inside J.W. Rate)	\$ 58.47
Foreman (1.113% x J.W. Rate)	\$ 65.08
General Foreman (1.226% x J.W. Rate)	\$ 71.68

Increases are the same as indicated in Sec. 3.12. All are to be based on Journeyman's rate of pay. Any portion of wage increments may be allocated to existing trusts provided the Local Union gives ninety (90) days prior notice.

Shift Work

Sec. 14.02. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

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

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

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

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

Meal Periods

Sec. 14.03. Workmen shall not be required to work more than six (6) hours without a meal period. A one-half (1/2) hour meal period within eight (8) hour shift will be allowed at a time convenient to the employer.

Travel Pay Within Tunnels

Sec. 14.04. When shifts start and end at the tunnel heading, employees shall be compensated as follows:

Portal to Heading

- a: 2,000 feet to 5,000 feet
¼ hours pay at the straight time day shift hourly rate.
- b: 5,000 feet to 15,000 feet
½ hours pay at the straight time day shift hourly rate.
- c: 15,000 feet and beyond
1 ½ hours pay at the straight time day shift hourly rate.

Hazard pay and Minimum Application thereof

Sec. 14.05. (a) An assignment of more than four (4) hours within the tunnel shall entitle a workman to the tunnel rate for the entire shift.

(b) When an employee's shift "either" starts at the tunnel heading and ends at the portal or vice versa, he shall receive one half (1/2) of the applicable travel allowance.

(c) For employees working in a pressurized tunnel or pressurized section thereof, the following schedule or wage rate shall apply:

1 lb. to 18 lbs.

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6 hours work under pressure for a day's pay

18 lbs. to 26 lbs.

4 hours work under pressure for a day's pay

26 lbs. to 33 lbs.

3 ½ hours work under pressure for a day's pay

33 lbs. to 38 lbs.

3 hours work under pressure for a day's pay

Plus ten percent (10%)

On the job travel, compression time and decompression time shall be exclusive of time worked under the pressure as set forth in this schedule and compensation of this time is included in the pay set forth for the work shift.

(d) Work in tunnels, stopes, shafts or adits where permanent stairs or ladders are used complying with CALOSHA shall not be considered high time or qualify for hazard pay.

Working Conditions

Sec. 14.06. (a) Whenever there is electrical work to be done in or about a tunnel, shaft, adit or stope, it shall be done by the electricians. Electricians shall take orders from assigned supervisors and cooperate with the shift supervisors.

(b) It is the mutual desire of the parties to this Agreement that all electrical work be performed by workmen coming under the terms of this Agreement, therefore electricians will man the job whenever electrical work is being done.

(c) Workmen shall not be required to enter the heading after a blast until all requirements of the Safety Codes have been complied with.

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

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

ARTICLE XV

401(k) Contributions

Sec. 15.01. Add enabling language to allow for 401(k) contributions.

ARTICLE XVI

Code of Excellence

Sec. 16.01. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW Local Union and NECA Chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

SEPARABILITY

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

Date 4-25-24

SIGNED FOR THE UNION
LOCAL UNION #477, IBEW



Jason L. Eshelman

SIGNED FOR THE EMPLOYER
SOUTHERN SIERRAS CHAPTER, NECA



Ashley Berg