

INSIDE AGREEMENT

LOCAL 332

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

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

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

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

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

BASIC PRINCIPLES

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

37

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 **UNION DUES DEDUCTIONS**

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

EMPLOYER QUALIFICATIONS

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

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

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

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

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

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

DESIGNATED WORKING MEMBER

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

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

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

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

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

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

37 **Section 2.08** Should workers leave a job where a recognized picket
38 line is sanctioned by the Central Labor Council or the Building Trades
39 Council, or any other reason, such workers shall notify the Employer or the
40 immediate supervisor, shall carefully put away all tools, material, and

1 equipment or other property of the Employer in a safe manner. The Union
2 will be financially responsible for any loss to the Employer by members of
3 the Union for neglect in carrying out this provision, but only when a safe
4 place is provided for such property by the Employer.

5 6 **NON-RESIDENT EMPLOYEES**

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

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

28 29 **FAVORED NATIONS**

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

36
37

STEWARDS

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

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

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

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

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

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

39

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

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

10
11 The refusal by an individual employee to perform work on lighting fixtures
12 not bearing the Union IBEW label shall not be considered a violation of the
13 terms of this Agreement, nor shall any such employee be discharged as a
14 result thereof.
15

16 **SUBCONTRACTING/ANNULMENT**

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

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

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

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

1 under control or common control with any signatory Employer and which
 2 entity engages in any work covered by this Agreement or any work under
 3 the State Contractors License of the signatory Employer or otherwise.

4

5

6

ARTICLE III

7

HOURS - WAGE PAYMENT - WORKING CONDITIONS

8

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

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

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

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

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

29
 30 (e) All job processing or security and automobile
 31 clearances shall be obtained and performed on the Employer's time.

32
 33 (f) All work performed on 3 and 4 day
 34 weekend/holidays shall be paid at the double-time rate of pay.

35
 36 (g) All other work performed outside the regular work
 37 hours and work on Saturdays, Sundays and the following Holidays: New
 38 Year's Day; Martin Luther King, Jr's Birthday observed the third Monday in
 39 January; Washington's Birthday, the third Monday in February; Memorial
 40 Day, the last Monday in May; fourth of July; Labor Day, the first Monday in

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

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

14
 15 **2012**

16 Friday - February 17 (non-work day)
 17 Friday - May 25 (non-work day)
 18 Friday - August 31 (non-work day)
 19 Monday - December 24 (non-work day)
 20 Monday - December 31 (floating holiday)

21
 22 **2013**

23 Friday - February 15 (non-work day)
 24 Friday - May 24 (non-work day)
 25 Friday - July 5 (non-work day)
 26 Friday - August 30 (non-work day)
 27 Tuesday - December 24 (floating holiday)

28
 29 **2014**

30 Friday - February 14 (non-work day)
 31 Friday - May 23 (non-work day)
 32 Monday - July 7 (non-work day)
 33 Friday - August 29 (non-work day)
 34 Friday - December 26 (floating holiday)

35
 36 **2015**

37 Friday - January 2 (floating holiday)
 38 Friday - February 13 (non-work day)
 39 Friday - May 22 (non-work day)
 40 Monday - July 6 (non-work day)
 41 Friday - September 4 (non-work day)

42
 43
 44

REDUCED WORKWEEK

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

OVERTIME

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

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

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

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

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

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

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

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

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

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

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

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

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

38
39
40

OCCUPIED REMODEL AND RENOVATION WORK

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

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

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

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

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

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

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

SERVICE STAND-BY, ON-CALL OR EMERGENCY CALLS

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

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

SHIFT WORK

1
2
3 **Section 3.04** (a) When so elected by the contractor, multiple shifts
4 of eight (8) hours for at least five (5) days duration may be worked. When
5 two (2) or three (3) shifts are worked:
6

7 The first shift (day shift) shall consist of eight (8) consecutive hours worked
8 between the hours of 8:00 AM and 4:30 PM. Workmen on the “day shift”
9 shall be paid at the regular hourly rate of pay for all hours worked.
10

11 The second shift (swing shift) shall consist of eight (8) consecutive hours
12 worked between the hours of 4:30 PM and 1:00 AM. Workmen on the
13 “swing shift” shall be paid at the regular hourly rate of pay plus 17.3% for
14 all hours worked.
15

16 The third shift (graveyard shift) shall consist of eight (8) consecutive hours
17 worked between the hours of 12:30 AM and 9:00 AM. Workmen on the
18 “graveyard shift” shall be paid at the regular hourly rate of pay plus 31.4%
19 for all hours worked.
20

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

24 (c) If the parties to the Agreement mutually agree, the
25 shift week may commence with the third shift (graveyard shift) at 12:30 AM
26 Monday to coordinate the work with the customer’s work schedule.
27 However, any such adjustment shall last for at least a five (5) consecutive
28 day duration unless mutually changed by the parties to this Agreement.
29

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

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

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

1 **ARTICLE III**

2

3 **Section 3.05 (a)**

4

5 **Effective June 1, 2012**

6

7 **Increase Wages \$1.00**

8

Classification	Wage	H & W	Pension	NEBF	AMF	Total	JATC	**JEIF
*Journeyman Wireman	50.57	12.48	13.70	1.517	0.253	\$ 78.52	0.85	0.14
*Foreman	58.16	12.48	13.70	1.745	0.291	\$ 86.38	0.85	0.14
*General Foreman	65.74	12.48	13.70	1.972	0.329	\$ 94.22	0.85	0.14
*Cable Splicer	58.16	12.48	13.70	1.745	0.291	\$ 86.38	0.85	0.14
*Journeyman Technician	50.57	12.48	13.70	1.517	0.253	\$ 78.52	0.85	0.14

INSIDE APPRENTICES

1st Period 45%	22.76	12.48	0	0.683	0.114	\$ 36.04	1.35	0.14
2nd Period 50%	25.29	12.48	0	0.759	0.126	\$ 38.66	1.35	0.14
3rd Period 55%	27.81	12.48	7.54	0.834	0.139	\$ 48.80	1.35	0.14
4th Period 60%	30.34	12.48	8.22	0.910	0.152	\$ 52.10	1.35	0.14
5th Period 65%	32.87	12.48	8.91	0.986	0.164	\$ 55.41	1.35	0.14
6th Period 70%	35.40	12.48	9.59	1.062	0.177	\$ 58.71	1.35	0.14
7th Period 75%	37.93	12.48	10.28	1.138	0.190	\$ 62.02	1.35	0.14
8th Period 80%	40.46	12.48	10.96	1.214	0.202	\$ 65.32	1.35	0.14
9th Period 85%	42.98	12.48	11.65	1.289	0.215	\$ 68.61	1.35	0.14
10th Period 90%	45.51	12.48	12.33	1.365	0.228	\$ 71.91	1.35	0.14

9

10 * Refer to Section 8.03.

11

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

16

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

19

1 **Effective December 1, 2012**

2 \$1.00 to be allocated

3

4 **Effective June 1, 2013**

5 \$1.50 to be allocated

6

7 **Effective December 1, 2013**

8 \$1.50 to be allocated

9

10 **Effective June 1, 2014**

11 \$2.50** to be allocated

12

13 **If three million manhours are worked in 2013, the amount of the increase
14 on June 1, 2014 will be \$3.00.

15

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

23

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

34

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

39

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

7 (b) Supervising workers shall be allowed sufficient
 8 time during working hours to arrange to have the Employee's time reported
 9 in to the office of the Employer.
 10

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

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

20 (e) Upon mutual agreement between the Employer
 21 and the Employee, a direct deposit of the weekly payroll check will be
 22 permitted.
 23

24 Employers and Employees participating in direct deposit payroll shall adhere
 25 to all provisions of Article III, Section 3.06.
 26

27 FOREMAN CLAUSE

28 **Section 3.07** (a) A Foreman shall be required on any job where
 29 three (3) or more workers are required. On jobs requiring three (3) or more
 30 workers for more than fifteen (15) accumulated days, the Foreman shall
 31 receive the Foreman rate of pay from the time the third worker is placed on
 32 the job to the finish of the job.
 33

34 **Foremen shall receive an additional fifteen (15%) percent differential**
 35 **above the Journeyman Wireman's rate of pay.**
 36

37 (b) A Foreman may work with the tools until seven (7)
 38 journeymen are under his supervision. When seven (7) or more are under his
 39 supervision, a Foreman shall act in a supervisory capacity only.
 40

41 (c) The Employer shall have the right to call a Foreman
 42 by name provided:
 43

- 1 1. The Employee has not quit his previous Employer
2 within the past two weeks.
- 3
- 4 2. The Employer shall notify the Business Manager in
5 writing of the name of the individual who is to be
6 requested for employment as a Foreman. Upon such
7 request, the Business Manager shall refer said
8 Foreman provided the name appears on the highest
9 priority group.
- 10
- 11 3. When an Employee is called as a Foreman, he must
12 remain as a Foreman for one thousand (1,000) hours
13 or must receive a reduction in force.
- 14
- 15 4. The Employee must have completed the Labor
16 Studies class, a COMET class and have a current first
17 aid and CPR certification.
- 18
- 19 5. The Employee must have completed the Electrical
20 Supervision Program course at the JATC to qualify
21 for a Foreman Name Call.
- 22

23 (d) A Foreman shall handle no more than nine (9)
24 workers except that where a General Foreman has been set up, the first
25 Foreman may supervise twelve (12) workers. As soon as the second
26 Foreman has been set up, a Foreman shall not supervise more than nine (9)
27 workers. Another Foreman shall be named as soon as additional workers are
28 employed; **however, each Foreman must have at least seven (7) workmen**
29 **under him before the next Foreman is set up, unless the work**
30 **assignments are in isolated parts of the job.**

31

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

36

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

39
40
41

GENERAL FOREMAN CLAUSE

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

10
11 (b) A General Foreman shall receive an additional
12 **thirty (30%) percent differential above the Journeyman Wireman's rate**
13 **of pay.**

SHOW-UP PAY

14
15
16 **Section 3.09** When Employees are directed to report to work and are
17 not allowed to start work, they shall receive a minimum of two (2) hours
18 pay, unless they are notified one (1) hour before starting time that work has
19 been cancelled. This provision would be non-operable in the case of
20 inclement weather.

21
22 **Section 3.10** (a) When Employees commence work and are laid off
23 or terminated permanently or temporarily, they shall receive pay for four (4)
24 hours, if laid off or terminated after having worked more than four (4) hours
25 they shall receive pay for eight (8) hours.

26
27 (b) Terminations shall be made in the shop or on the
28 job-site only, except a worker who has failed to report for work may be
29 terminated by telephone or fax and have his wages paid by mail. Terminated
30 Employees shall be given a "Termination Slip."

AGE RATIO

31
32
33 **Section 3.11** On all jobs requiring five (5) or more Journeymen, at
34 least every fifth (5th) Journeyman, if available, shall be fifty (50) years of age
35 or older.

TOOLS

36
37
38 **Section 3.12** (a) It shall be the responsibility of the Employer to
39 provide tool insurance. In case of fire, theft through forcible entry, or
40 damage to a locked employee's tool box while in the locked custody of the

1 Employer or his representatives, said tools shall be replaced immediately
2 after any loss incurred has been reported to the proper law enforcement
3 agencies by the parties involved. Members of the National Electrical
4 Contractors Association may contribute annually into a tool protection fund.
5 All Employers who are not a party to this tool replacement fund shall be
6 held responsible for the replacement of the employee's tools.

7
8 **No worker shall supply tools other than those listed in subsection (b).** In
9 no case will an Employer be responsible for tools other than those stated on
10 the required list for Inside Wiremen. Apprentices shall supply themselves
11 with tools as needed. An apprentice must keep an inventory list of his tools;
12 periodically this list must be given to his Employer for verification; the
13 apprentice tools in case of loss will be replaced to comply with the list he
14 has given his Employer.

15
16 (b) Inside Wiremen shall provide themselves with and
17 keep in first-class condition a kit of the following tools. Failure to do so will
18 be a violation of this Agreement and will void the tool insurance.

19
20

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

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

41

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

4 5 **TRAVEL CLAUSE**

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

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

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

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

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

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

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

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

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

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

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

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

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

23 24 **VEHICLES**

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

28 29 **SIGNS ON TRUCKS**

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

36 37 **SAFETY**

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

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

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

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

23 24 **IMPROPER WORKMANSHIP**

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

33 34 **SCOPE OF WORK**

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

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

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

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

40

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

1

2

CABLE SPLICING

3

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

8

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

13

14

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

20

21

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

24

25

WELDING

26

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

29

30

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

32

33

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

35

36

PAID PARKING

37

Section 3.19 (a) In the Metropolitan Areas of Santa Clara County,
38 **where free parking is not available within six (6) blocks of the job** or
39 project, the Employer shall reimburse Employees at the lowest rate available
40 within said six (6) block area, provided the Employee presents a signed and

1 dated receipt for each parking expenditure, or the Employer may opt to
 2 furnish transportation from a central location within fifteen (15) minutes of
 3 the job-site, prior to starting time and return to the central location by the
 4 regular quitting time.

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

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

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

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

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

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

1 represent or they voluntarily resign. **All vacancies shall be filled**
2 **immediately.**

3

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

8

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

11

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

18

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

25

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

29

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

36

37 **Section 4.06** To help ensure diversity of training, provide reasonable
38 continuous employment opportunities and comply with apprenticeship rules
39 and regulations, the JATC, as the program sponsor, shall have full authority
40 for issuing all job training assignments and for transferring apprentices from

1 one Employer to another. **The Employer shall cooperate in providing**
2 **apprentices with needed work experiences. The Local Union referral**
3 **office shall be notified, in writing, of all job-training assignments.** If the
4 Employer is unable to provide reasonable continuous employment for
5 apprentices, the JATC is to be so notified.

6
7 **Section 4.07** All apprentices shall enter the program through the JATC
8 as provided for in the registered apprenticeship standards and selection
9 procedures.

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

22
23 **Section 4.08** The JATC shall select and indenture a sufficient number
24 of apprentices to meet local manpower needs. The JATC is authorized to
25 indenture the number of apprentices necessary to meet the job site ratio as per
26 Section 4.12.

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

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

1
2 Before being employed, the unindentured person must sign a letter of
3 understanding with the JATC and the Employer — agreeing that they are not
4 to accumulate more than two thousand (2,000) hours as an unindentured, that
5 they are subject to replacement by indentured apprentices and that they are
6 not to work on wage-and-hour (prevailing wage) job sites.

7
8 Should an unindentured worker be selected for apprenticeship, the JATC will
9 determine, as provided for in the apprenticeship standards, if some credit for
10 hours worked as an unindentured will be applied toward the minimum OJT
11 hours of apprenticeship.

12
13 The JATC may elect to offer voluntary related training to un-indentured;
14 such as Math Review, English, Safety, Orientation/Awareness, and
15 Introduction to OSHA, First-Aid, and CPR. Participation shall be voluntary.

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

21
22 **Section 4.12** Each job site shall be allowed a ratio of two (2)
23 apprentice(s) for every three (3) Journeyman Wiremen.

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

24
25
26
27
28
29
30
31
32 **The first person assigned to any job site shall be a**
33 **Journeyman Wireman.**

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

40

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

12
13 Apprentices' who have **satisfactorily completed the first four years of**
14 **related classroom training using the NJATC curriculum and**
15 **accumulated a minimum of 6,500 hours of OJT with satisfactory**
16 **performance**, shall be permitted to work alone on any job site and receive
17 work assignments in the same manner as a Journeyman Wireman.

18
19 **An apprentice shall not be the first person assigned to a job site and**
20 **apprentices shall not supervise the work of others.**

21
22 **Section 4.14** Upon satisfactory completion of apprenticeship, the
23 JATC shall issue all graduating apprentices an appropriate diploma from the
24 NJATC. The JATC shall encourage each graduating apprentice to apply for
25 college credit through the NJATC. **The JATC may also require each**
26 **apprentice to acquire any electrical license required for journeymen to**
27 **work in the jurisdiction covered by this Agreement.**

28
29 **Section 4.15** The parties to this Agreement shall be bound by the Local
30 Joint Apprenticeship and Training Trust Fund Agreement which shall
31 conform to Section 302 of the Labor-Management Relations Act of 1947 as
32 amended, ERISA and other applicable regulations.

33
34 The Trustees authorized under this Trust Agreement are hereby empowered
35 to determine the reasonable value of any facilities, materials, or services
36 furnished by either party. All funds shall be handled and disbursed in
37 accordance with the Trust Agreement.

38
39 **Section 4.16** All Employers subject to the terms of this Agreement
40 shall contribute the amount of funds specified by the parties signatory to the

1 local apprenticeship and training trust agreement. The current rate of
2 contribution is one dollar and thirty five cents (\$1.35) per hour for each hour
3 worked. This sum shall be due the Trust Fund by the same date as is their
4 payment to the NEBF under the terms of the Restated Employees Benefit
5 Agreement and Trust.

8 **ARTICLE V**

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

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

26
27 The individual Employer hereby accepts, and agrees to be bound by, the
28 Restated Employees Benefit Agreement and Trust.

29
30 An individual Employer who fails to remit as provided above shall be
31 additionally subject to having his Agreement terminated upon seventy-two
32 (72) hours' notice in writing being served by the Union, provided the
33 individual Employer fails to show satisfactory proof that the required
34 payments have been paid to the appropriate local collection agent.

35
36 The failure of an individual Employer to comply with the applicable
37 provisions of the Restated Employees Benefit Agreement and Trust shall
38 also constitute a breach of this Agreement.

39
40

ARTICLE VI
REFERRAL PROCEDURES

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

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

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

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

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

30
31
32 **JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN**

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

1 Apprenticeship and Training Committee, and, who have
2 been employed in the trade for a period of at least one
3 year in the last four years in the geographical area
4 covered by the Collective Bargaining Agreement.
5

6 Group I status shall be limited to one local union at one
7 time. An applicant who qualifies for Group I in a Local
8 Union shall be so registered electronically and remain on
9 Group I in that local union unless and until the applicant
10 designates another local union as his or her Group I
11 Local Union. If an applicant qualifies for Group I status
12 in a local union other than his or her home local union
13 and designates that local as his or her Group I Local
14 Union, the Business Manager of the new Group I status
15 Local Union, shall by electronic means, notify the
16 Business Manager of the applicant's former Group I
17 status Local Union.
18

19 **GROUP II**

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

26 **GROUP III**

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

33 **GROUP IV**

34 All applicants for employment who have worked at the
35 trade for more than one (1) year.
36
37
38
39

1 **Section 6.06** If the registration list is exhausted and the Local Union is
 2 unable to refer applicants for employment to the Employer within forty-eight
 3 (48) hours from the time of receiving the Employer's request, Saturdays,
 4 Sundays and Holidays excepted, **the Employer shall be free to secure**
 5 **applicants without using the Referral Procedure, but such applicants, if**
 6 **hired, shall have the status of "temporary employees."**

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

SANTA CLARA COUNTY

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

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

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

EXAMINATIONS

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

1 **Section 6.10** The Union shall maintain an "Out-of-Work List" which
2 shall list the applicants within each Group in chronological order of the dates
3 they register their availability for employment.
4

5 **SHORT CALL**

6 **Section 6.11** An applicant who is hired and who receives, through no
7 fault of his own, work of forty (40) hours or less shall, upon re-registration,
8 be restored to his appropriate place within his Group.
9

10 **Section 6.12** Employers shall advise the Business Manager of the
11 Local Union of the number of applicants needed. The Business Manager
12 shall refer applicants to the Employer by first referring applicants in GROUP
13 I, in order of their place on the "Out-of-Work List" and then referring
14 applicants in the same manner successively from the "Out-of-Work List" in
15 GROUP II, then GROUP III, and then GROUP IV. Any applicant who is
16 rejected by the Employer shall be returned to his appropriate place within his
17 GROUP and shall be referred to other employment in accordance with the
18 position of his GROUP and his place within his GROUP.
19

20 **Section 6.13** The only exceptions which shall be allowed in this order
21 of referral are as follows:
22

23 (a) When the Employer states bona fide requirements
24 for special skills and abilities in his request for applicants, the Business
25 Manager shall refer the first applicant on the register possessing such skills
26 and abilities.
27

28 (b) The age ratio clause in the Agreement calls for the
29 employment of an additional employee or employees on the basis of age.
30 Therefore, the Business Manager shall refer the first applicant on the register
31 satisfying the applicable age requirements provided, however, that all names
32 in higher priority Groups, if any, shall first be exhausted before such overage
33 reference can be made.
34
35
36
37
38
39
40

REFERRAL APPEALS COMMITTEE

1
2 **Section 6.14** (a) An Appeals Committee is hereby established
3 composed of one (1) member appointed by the Union, one (1) member
4 appointed by the Employer or by the Association, as the case may be, and a
5 Public Member appointed by both of these members.
6

7 (b) An applicant who is discharged for cause two (2)
8 times within a 12-month period shall be referred to the neutral member of
9 the Appeals Committee for a determination as to the applicant's continued
10 eligibility for referral. The neutral member of the Appeals Committee shall,
11 within three (3) business days, review the qualifications of the applicant and
12 the reasons for the discharges. The neutral member of the Appeals
13 Committee may, in his or her sole discretion: (1) require the applicant to
14 obtain further training from the JATC before again being eligible for
15 referral; (2) disqualify the applicant for referral for a period of four (4)
16 weeks, or longer, depending on the seriousness of the conduct and/or
17 repetitive nature of the conduct; (3) refer the applicant to an employee
18 assistance program, if available, for evaluation and recommended action; or
19 (4) restore the applicant to his/her appropriate place on the referral list.
20

21 (c) It shall be the function of the Appeals Committee
22 to consider any complaint of any employee or applicant for employment
23 arising out of the administration by the Local Union of Sections 6.04
24 through 6.15 of the Agreement. The Appeals Committee shall have the
25 power to make a final and binding decision on any such complaint which
26 shall be complied with by the Local Union. The Appeals Committee is
27 authorized to issue procedural rules for the conduct of its business but it is
28 not authorized to add to, subtract from, or modify any of the provisions of
29 this Agreement and its decisions shall be in accord with this Agreement.
30

31 **Section 6.15** A representative of the Employer or of the Association, as
32 the case may be, designated to the Union in writing, shall be permitted to
33 inspect the Referral Procedure records at any time during normal business
34 hours.
35

36 **Section 6.16** A copy of the Referral Procedure set forth in this
37 Agreement shall be posted on the Bulletin Board in the offices of the Local
38 Union and in the office of the Employers who are parties to this Agreement.
39

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

3

4

1 **Section 8.02** Effective June 1, 2012, every Employer shall contribute
2 the sum of twelve dollars and forty-eight cents (\$12.48) per hour for each
3 hour worked for each employee working under the terms of this Agreement
4 to the Health and Welfare Trust so established for the benefits of such
5 employees. **Current contribution rate is found on the wage pages.**

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

11 **PENSION CATEGORIES**

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

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

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

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

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

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

33
34 (b) Effective June 1, 2012 every Employer shall
35 contribute the sum of thirteen dollars and seventy cents (\$13.70) per hour for
36 each hour worked for each employee working under the terms of this
37 Agreement ** to the Local Union #332 Pension Trust so established for the
38 benefit of such employees.

39
40

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

2

3	Category 1 (Blue)	\$19.70
4	Category 2 (Yellow)	\$17.70
5	Category 3 (Green)	\$15.70
6	Category 4 (White)	\$13.70

7

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

11
12 ** With the exception of Probationary Apprentices.

13
14 The Pension Trust, jointly established and administered, shall operate in
15 compliance with Federal and State regulations governing Pension Plans. The
16 terms of said Trust Agreement are incorporated herein by reference and are
17 as effective as if fully set forth herein.

18
19 **JOINT ELECTRICAL INDUSTRY FUND - (JEIF)**

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

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

- 26
- 27 1. To improve communications between
28 representatives of Labor and Management;
29
 - 30 2. To provide workers and employers with
31 opportunities to study and explore new and
32 innovative joint approaches to achieving
33 organizational effectiveness;
34
 - 35 3. To assist workers and employers in solving
36 problems of mutual concern not susceptible to
37 resolution within the collective bargaining
38 process;
39
 - 40 4. To study and explore ways of eliminating
41 potential problems which reduce the

1 competitiveness and inhibit the economic
2 development of the electrical construction
3 industry;
4

5 5. To sponsor programs which improve job
6 security, enhance economic and community
7 development, and promote the general welfare of
8 the community and industry;
9

10 6. To engage in research and development
11 programs concerning various aspects of the
12 industry, including, but not limited to, new
13 technologies, occupational safety and health,
14 labor relations, and new methods of improved
15 production;
16

17 7. To engage in public education and other
18 programs to expand the economic development
19 of the electrical construction industry;
20

21 8. To enhance the involvement of workers in
22 making decisions that affect their working lives;
23 and,
24

25 9. To engage in any other lawful activities
26 incidental or related to the accomplishment of
27 these purposes and goals.
28

29 The Fund shall function in accordance with, and as provided in, it's
30 Agreement and Declaration of Trust and any amendments thereto and any
31 other of its governing documents. Each Employer hereby accepts, agrees to
32 be bound by, and shall be entitled to participate in the LMCC, as provided in
33 said Agreement and Declaration of Trust.
34

35 Each Employer shall contribute the sum of ten cents (\$.10) per hour.
36 Payment shall be forwarded monthly, in a form and manner prescribed by
37 the Trustees, no later than fifteen (15) calendar days following the last day
38 of the month in which the labor was performed. The Santa Clara Valley
39 Chapter, NECA, or its designee, shall be the collection agent for this Fund.
40

41 If an Employer fails to make the required contributions to the Fund, the
42 Trustees shall have the right to take whatever steps are necessary to secure

1 compliance. In the event the Employer is in default, the Employer shall be
2 liable for a sum equal to 15% of the delinquent payment, but not less than
3 the sum of twenty dollars (\$20.00), for each month payment of contributions
4 is delinquent to the Fund, such amount being liquidated damages, and not a
5 penalty, reflecting the reasonable damages incurred by the Fund due to the
6 delinquency of the payments. Such amount shall be added to and become a
7 part of the contributions due and payable, and the whole amount due shall
8 bear interest at the rate of ten percent (10%) per annum until paid. The
9 Employer shall also be liable for all costs of collecting the payment together
10 with attorneys' fees.

11 **ADMINISTRATIVE MAINTENANCE FUND – (AMF)**

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

28
29
30 **Section 8.06** **It shall not be considered a violation of this**
31 **Agreement for the Local Union to remove employees from a job and/or**
32 **shop of a signatory firm who is delinquent in fringe payments to the**
33 **various trusts for a period of fifteen (15) days.** After the Union serves
34 such contractor with a seventy-two (72) hour notice of their intention to take
35 removal action, the seventy-two (72) hour notice shall be by certified mail.
36 Weekends and holidays shall not be included in establishing the seventy-two
37 (72) hours.

38
39
40

**PAYROLL AND FRINGE BENEFITS
GUARANTEE TRUST FUND**

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

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

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

This payroll and fringe benefits deposit is in no respect a bond covering the contractor's payroll and fringe benefits obligations, but only an emergency fund to relieve employees' financial strain caused by 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 liability shall be as set forth in the Trust Agreement but shall, in any event, include the following:

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.

1 2. The trustees are authorized to institute whatever federal
2 or state, civil or criminal actions as are necessary to
3 enforce collection. Upon collection of defaulted payroll,
4 or a bad check, employees must reimburse the Payroll
5 and Fringe Benefits Guarantee Trust Fund. Employees
6 shall cooperate in every manner in regard to the
7 collection of defaulted payroll, as requested by the
8 trustees.

9
10 3. The contractor must, within five (5) calendar days after
11 notice from the Business Manager of Local Union 332,
12 IBEW, make good any defaulted wages to his/her
13 employees. Failure to do so shall subject the contractor to
14 immediate cancellation of his/her Agreement with Local
15 Union No.332, IBEW.

16
17 4. On the first default of payroll payments and/or fringe
18 benefit payments the defaulting contractor shall, upon
19 notice from the Trustees, furnish a surety or cash bond in
20 the amount of twenty thousand dollars (\$20,000.00) as
21 guarantee that wage payments and fringe benefit
22 payments will be regularly made. On the second default
23 of payroll and/or fringe benefit payments, the defaulting
24 contractor shall furnish a bond in an amount to be set by
25 the Trustees using the following formula:

26
27 Four (4) times the weekly wages and fringe
28 benefits for all of said signatory contractors'
29 employees covered by this Agreement for previous
30 twelve (12) month period.

31
32 However, the amount of bond required in this
33 instance shall not be less than twenty thousand
34 dollars (\$20,000.00). Failure to furnish the above-
35 referred-to bond shall constitute cause for
36 immediate cancellation of the Collective
37 Bargaining Agreement at the option of the Local
38 Union and the processing of all legal procedures
39 necessary to enforce collection of defaulted
40 amount, plus collection costs and interest involved.

1 It shall not be a violation of this Agreement for the
2 Union to refuse to permit persons covered by this
3 Agreement to work on said job or project until all
4 such wages and/or fringe benefits have been paid.
5

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

20 6. It is understood and agreed that this Payroll and Fringe
21 Benefits Guarantee Trust Fund is considered a joint fund
22 covering the workmen working under the Inside
23 Agreement.
24

25 **DEFAULTED PAY PROVISION**

26 Any and all disputes, claims, or grievances relating to defaulted wage
27 payments must be filed with the Local Union and NECA Chapter office
28 within seven (7) calendar days after the regular payroll period in question. In
29 the case of non-negotiable payroll checks, the time requirement shall be
30 within twenty-four (24) hours of the employee receiving the bad check
31 notice.
32
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1
2 **ARTICLE XI**
3 **EQUAL EMPLOYMENT OPPORTUNITY COMMISSION – (EEOC)**
4

5 It is the stated policy of the parties to this Agreement to provide equal
6 employment opportunities to all persons as their rights are set forth under
7 State and Federal Law, and to correct all violations thereof (Grievances or
8 Charges).
9

10
11 **ARTICLE XII**
12 **NATIONAL LABOR MANAGEMENT COOPERATION**
13 **COMMITTEE – (NLMCC)**
14

15 **Section 12.01** The parties agree to participate in the NECA-IBEW
16 National Labor-Management Cooperation Fund, under authority of Section
17 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C., 175(a)
18 and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C.,
19 186(c)(9). The purposes of this Fund include the following:
20

- 21 (1) To improve communication between representatives
22 of labor and management;
23
24 (2) To provide workers and employers with opportunities
25 to study and explore new and innovative joint
26 approaches to achieving organization effectiveness;
27
28 (3) To assist workers and employers in solving problems
29 of mutual concern not susceptible to resolution within
30 the collective bargaining process;
31
32 (4) To study and explore ways of eliminating potential
33 problems which reduce the competitiveness and
34 inhibit the economic development of the electrical
35 construction industry;
36
37 (5) To sponsor programs which improve job security,
38 enhance economic and community development, and
39 promote the general welfare of the community and the
40 industry;
41

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

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

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

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

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

5

6

CODE OF EXCELLENCE

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

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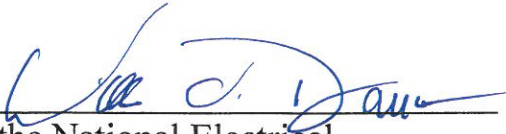
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For the National Electrical
Contractors Association,
Santa Clara Valley Chapter

William T. Barrow
Chapter Manager



For the International Brotherhood
of Electrical Workers Local Union 332

Gerald E. Pfeiffer
Business Manager/Financial Secretary

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