

RESOLUTION OF 2020 NEGOTIATIONS

Between the Contra Costa Chapter, NECA and IBEW Local Union 302 for the Inside Wireman Agreement

(All Changes Effective December 1, 2020, unless otherwise noted.)

Part I: Changes to the Collective Bargaining Agreement

Article I, Section 1 - This Agreement shall take effect ~~June 1, 2018~~ **December 1, 2020** and shall remain in effect through ~~May 31, 2020~~ **May 31, 2022**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year unless changed or terminated in the way later provided herein.

Article II, Section 11 - Employee grievances **and employer disputes** brought pursuant to this Agreement will not be considered timely unless the Employer **or the Union** receives notice of such claim within thirty (30) days of the date the alleged violation of the Agreement occurred or within thirty (30) days of the date by which ~~the employee~~ **one** could have been reasonably expected to make such a claim, whichever occurs later. The terms of this Section will have no application to, and in no way affect, the right of the Trustees of fringe benefit plans, which exist pursuant to this Agreement, to proceed against delinquent Employers. It is the intent of the parties that the Trustees of said funds will in no way be limited by this Section.

Article II, Section 12 - The Employer shall have the right to call foreman by name provided:

- i. The employee has not quit or been terminated for cause from their previous Employer within the past 30 days.
- ii. The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a foreman. Upon such request, the Business Manager shall refer said foreman provided the name appears on the highest priority group.
- iii. When an employee is called as a foreman, they must remain as a foreman and be paid at the foreman rate for 960 actual work hours or must receive a reduction in force.
- iv. ~~Effective January 1, 2017: The individual must have completed the 32-hour Foreman Training Course through the Joint Apprenticeship and Training Committee.~~

Article III, Section 5 - The following shall be the minimum rate of wages including union dues check-off.

CLASS VI WAGE RATES*
Including Union Dues Check-Off
Effective June 1, 2018

Classification	09/03/18	02/25/19	03/02/20
	\$2.00 to be allocated	\$2.00 to be allocated	\$3.00 to be allocated
Journeyman Wireman	\$49.76		
Foreman	\$56.17		
General Foreman	\$62.58***		
Senior General Foreman	\$65.14****		
Journeyman Wireman when Splicing Cable	\$56.17**		
Journeyman Wireman when Welding	\$56.17**		
Journeyman Wireman when performing as Instrument Technician	\$56.17**		

* ~~The Class VI Wage Rates are based on a pension contribution rate of \$10/hr.
Actual wage rates may be affected by pension classification.~~

Effective 6/1/08 – ** Journeyman rate plus 12 ½%,
 *** Journeyman rate plus 25%,
 **** Journeyman rate plus 30%

During the term of this Agreement, Management will agree to allow Labor to allocate any bargained-for increases to Wages, the Health and Welfare Trust, a jointly established Health Reimbursement Arrangement (HRA), the Retirement Trust, or a jointly established Vacation Fund and Management will agree to allow Retirement Trust allocations to apply to Apprentices in Periods 2-5 at the full Journeyman allocation until each of those Apprentice bracket pension contributions match its corresponding percentage of wage.

~~Effective June 1, 2015, the following wage rate differentials will apply to the classifications above the Journeyman level:~~

~~Foreman/Cable Slicers/Welders \$6.41
General Foreman \$12.82
Senior General Foreman \$15.38~~

~~In the event that the allocation of a negotiated increase provided for in this agreement would result in a rate of pay with a differential less than 12.5%, 25%, or 30% of the Class VI Journeyman wage rate, those percentage rates shall apply.~~

Article III, Section 7 - RETIREMENT PLAN – The Restated Trust Agreement for the Contra Costa County Electrical Workers Retirement Trust shall become a part of this Agreement as set forth in full herein. Such provisions are incorporated herein by this reference. Each party agrees to be bound by the Trust Agreement and all amendments thereto (and any Restatement in full of the document) as may be made from time to time. The Employer agrees to become a party to the Electrical Worker's Retirement Plan Trust Agreement, and shall pay the sum per hour as designated below for each hour worked by employees working under the terms of this Agreement, ~~with the exception of unindentured and first year apprentices.~~ All payments shall be made monthly to the Contra Costa County Electrical Worker's Retirement Plan Trust Fund to provide retirement benefits for said employees.

The employer agrees to pay the sum of \$11.00/hour for each hour worked by all employees working under the terms of this agreement with the exception of apprentices. Unindentured apprentices and first period apprentices shall not receive Retirement contributions. Apprentices in periods 2 through 5 shall receive \$2.00/hour for each hour worked.

~~There shall be six classifications of employees under this Plan. Classification is based upon industry seniority under the Collective Bargaining Agreement, and the attainment of advanced levels of experience at the trade. The terms and conditions of this Agreement shall be applied in accordance with attained classifications.~~

~~Class I employees shall include all second, third, fourth and fifth year Apprentices and Journeyman employees with less than two years Journeyman level experience.~~

~~Class II employees shall consist of employees who have performed at least two years work at the trade at the Journeyman level or above.~~

~~Class III employees shall consist of employees who have performed at least three years of work at the Journeyman level or above.~~

~~Class IV employees shall consist of employees who have performed at least four years of work at the Journeyman level or above.~~

~~Class V employees shall consist of employees who have performed at least five years of work at the Journeyman level or above.~~

~~Class VI employees shall consist of employees who have performed at least six years of work at the Journeyman level or above.~~

~~On June 1 of each year, the pension contribution rate shall be increased based on the number of years of work experience, of the member, until the maximum level of contribution has been reached. Upon notification by the Union to the Employer of an approved classification change, the Employer shall pay wages and fringe contributions at the approved classification level until and unless notified by the Union of a classification change.~~

~~Contributions required to be made on behalf of each classification shall be as follows:~~

~~Class I - \$2.00 Class IV - \$8.00~~

~~Class II - \$4.00 Class V - \$9.00~~

~~Class III - \$6.00 Class VI - \$10.00~~

Contributions to the Retirement Plan (as well as any other defined contribution plan offered by the Employer) made on behalf of any individual employee shall be in compliance with and not exceed the maximum benefits and limits of the Internal Revenue Code Section 415 and lawful regulations issued thereunder.

Article III, Section 8 - HEALTH AND WELFARE - The Employer agrees to become a party to and comply with from the effective date all of the provisions of the Contra Costa County Electrical Worker's Health and Welfare Trust Agreement as amended (copy of which is on file in the Union Office) and shall pay the sum of \$13.60 per hour for each hour worked by all employees working under the terms of this Agreement with the exception of first year apprentices. Effective June 1, 2014, and through **May 31, 2022**, the employer shall pay the sum of 50% of the hourly rate specified above for all new indentured apprentices during the first period of apprenticeship (1600 work hours). These payments shall be made monthly to the Contra Costa County Electrical Workers Health and Welfare Trust Fund to provide health and welfare benefits for said employees.

Article III, Section 15 - Wages shall be paid weekly in cash, by check or by direct electronic deposit on or before the established quitting time on Thursday of each week and not more than four days' wages shall be withheld. **During weeks in which a holiday or Off-Day recognized in this Agreement is celebrated on a Monday, Tuesday, or Wednesday, the employer will be allowed to issue payroll on Friday.**

¶

Wages shall be paid on the job or workmen shall be allowed a sufficient amount of time to reach the Employer's shop before quitting time. Double time shall be charged for time spent waiting for pay, except in cases when the employer or his representative is detained due to circumstances beyond his control.

¶

Employees and their employer may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment once adopted, may not be changed except upon 14-day advance written notification between the employee, and Employer with notification copied to the Union.

¶

Any electrical employee laid off or discharged by the Employer shall be paid all of his wages immediately. Any electrical employee laid off shall be paid to the normal midpoint or endpoint of the established work hours, whichever shall apply. Any electrical employee discharged for cause shall be paid only for the time worked. Any time spent waiting for pay shall be charged at the regular rate until payment is made, except in cases when the Employer or his representative is detained due to circumstances beyond his control.

Article V, Section 36 - The time and expense of Certified Electrical Welders having to take additional certification tests shall be paid for by the employer. Journeyman Wiremen shall receive premium pay for welding as provided for in Article III, Section 5 of this Agreement. A journeyman striking an arc at any point in the workday shall receive premium pay until the normal midpoint or normal endpoint of the established work hours, whichever shall apply. Electrical employees taking a referral call to an employer as a welder, and failing to pass the certification test, shall not receive premium pay for the time involved.



Journeyman Cable Splicers shall receive premium pay for cable-splicing as provided for in Article III, Section 5 of this Agreement. A journeyman splicing cable at any point in the workday shall receive premium pay until the normal midpoint or normal endpoint of the established work hours, whichever shall apply. A cable splice shall be defined as a wire conductor to wire conductor connection of shielded electrical power cables on a circuit in the 2.1kV to 35kV range.

Journeyman Wiremen shall receive premium pay when performing Instrument Technician Work as provided in Article III, Section 5 of this Agreement. Instrument Technician covered work is described as instrument calibration work and loop-checking. A journeyman performing as an instrument technician at any point in the workday shall receive premium pay until the normal midpoint or normal endpoint of the established work hours, whichever shall apply.

Article V, Section 37 - Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

Part II: Items Not Requiring Changes to the Collective Bargaining Agreement

- The parties agreed to modify the existing reimbursement programs for TWIC (Transportation Worker Identification Credential), Safety Toed Footwear and High-Hazard Safety Training (RSO) by having the LMCC reimburse the
- employee directly for footwear and TWIC cards, and having JATT pay OSCA directly for RSO.