

**RESOLUTION OF 2014 NEGOTIATIONS
BETWEEN THE CONTRA COSTA CHAPTER, NECA
AND IBEW LOCAL UNION 302
FOR THE INSIDE WIREMAN AGREEMENT
ALL CHANGES EFFECTIVE JUNE 1, 2014**

Part I: Changes to the Collective Bargaining Agreement.

Article I, Section 1 - This Agreement shall take effect ~~July 2, 2012~~ **June 1, 2014** and shall remain in effect through ~~May 31, 2014~~ **May 31, 2015**, 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 12 - The Employer shall have the right to call foreman by name provided:

- i. The employee has not quit ~~his previous Employer within the past three weeks.~~ **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, ~~he~~ **they** must remain as a foreman ~~for one hundred twenty (120) days~~ **and be paid at the foreman rate for 960 actual work hours** or must receive a reduction in force.

Article III, Section 1 - Hours of Work - The workweek will start on Monday and conclude on Sunday. Eight (8) hours per day shall constitute a standard workday between the hours of 7:00 a.m. and 4:30 p.m. Employees shall receive a one-half (½) hour lunch break no later than five hours after starting time. Forty (40) hours per week, Monday through Friday, shall constitute a regular week's work. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.

Overtime - The first two hours worked before or after the regularly established shift hours and the first eight (8) hours worked on Saturday shall be paid at the rate of time and one half (1 ½). All other overtime worked shall be paid at the rate of double time.

Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked or major fraction thereof. Rest periods shall take place at employer-designated areas, which may include or be limited to the employees' immediate work area.

Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this agreement, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided. All disputes regarding rest periods shall be resolved in accordance with Article I, Section 4 of this Agreement.

Each shop in the jurisdiction of the Local Union shall be allowed workmen covered by this Agreement for residential service, maintenance repair, jobbing and shop work only on Saturdays at the straight-time rates. Said workmen shall be paid a minimum of eight hours and they have Monday as their regular day off, and any work that they perform on said Monday shall be paid at the time and one-half rate. Shop work shall not be construed to include prefabrication for new construction. Said workman covered by this Agreement and vehicles to be registered in writing and confirmed by the Business Manager.

Workmen shall not report to the Employer's shop more than ten minutes prior to the established starting time and shall leave the shop or job by the established quitting time of each work day.

When workmen are **directed** to report to a job, ~~they shall be~~ **they will enter the jobsite on the employee's time and shall be** at their reporting point prepared to start work at **the designated** starting time. **Workmen will leave the reporting point at the end of the shift on the employer's time and be badged out/off the jobsite by quitting time.** If the reporting point is over a fifteen-minute walk from the assigned parking area, the Employer shall provide transportation or the walk-in time shall be considered as time worked.

All work performed in excess of ten (10) hours per day, except Saturdays, after eight hours, as described in this section, Sundays and the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas Day shall be paid for at double the straight-time rate of pay. When any of the above holidays fall on Sunday, the following Monday will be observed in lieu thereof. When any of the above holidays fall on Saturday, the previous Friday will be observed in lieu thereof. All overtime work shall be reported to the Business Manager prior to being worked except emergency repair and service calls which shall be reported the following workday.

In addition to the normal holiday schedule, four (4) Carpenters' "off-days" shall be observed as holidays. The Local Union shall notify the Chapter of the four (4) days affected each year as soon as the dates have been established.

Each employee shall have the opportunity to take two weeks' vacation during each calendar year.

Any electrical employee called for duty outside of the regular working hours for emergency repair work or service calls shall receive a minimum of one hour's pay at double time; however, any electrical employee called for duty outside of the regular working hours on jobs in progress shall receive a minimum of two hours' pay at the double-time rate. In the event an electrical employee is required to work during his regular lunch period, he shall receive the regular overtime rate for such work, and shall be granted a thirty-minute lunch period with pay, as soon thereafter as practical.

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.

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. ~~Applications for classification designations shall be submitted to the Union and classification designations granted by the Union's Executive Board upon verification that the applicant has attained the requisite experience as out-lined below:~~

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. Traveling Journeymen shall be presumed to qualify for Class II ~~VI~~ status only, unless sufficient proof of the requisite experience for ~~Class III or IV~~ **Class I, II, III, IV, or V** dispatch is presented at the time of initial dispatch.

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.

~~Each employee shall submit to the Local Union before April 1 or October 1 of each year any classification change request. Notification shall be made on an approved form and in accordance with the rules and regulations adopted by the Union and approved by the Chapter. 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. In no event, however, shall a classification change be implemented except by proper notification, and no more than two classification changes may be effected annually and they shall be effective on June 1 or December 1.~~

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:

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|--------------------|--------------------|
| Class I - \$2.00 | Class IV - \$8.00 |
| Class II - \$4.00 | Class V - \$9.00 |
| Class III - \$6.00 | Class VI - \$10.00 |

~~In no event shall the contribution levels outlined above taken together with any other defined contribution or defined benefit plan maintained by the Employer for these classifications of employees exceed the maximum. limitations on annual additions contained in Internal Revenue Code Section 415. In the event it is determined any annual addition for any employee exceeds the maximum limitation contained in Section 415, the Chapter and Union will meet and confer for the purposes of reaching an agreement to limit further contributions on behalf of such employee to assure that the maximum limitation is not exceeded.~~

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 ~~\$12.10~~ **\$13.10** 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, 2016, the employer shall pay the sum of 50% of the hourly rate specified above for all newly indentured apprentices during their 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 and retirees.

Article III, Section 9 - ELECTRICAL INDUSTRY FUND - Every individual Employer shall pay into the "Electrical Industry Fund" one-dollar and ~~thirty-five cents~~ **forty-seven cents** (~~\$1.35~~) **(\$1.47)** per hour for each hour worked by every employee covered by this Agreement. Said money shall be received and disbursed by the Industry Fund pursuant to agreement of the parties hereto. Contractors physically performing work covered by the scope of this Agreement pursuant to Article II, Section 1, shall also contribute to the Electrical Industry Trust on the same basis. The total of such sums shall be paid monthly by the fifteenth (15th) of the following month to the Trustee of the Fund. The payments shall be accompanied by an approved transmittal form.

Part II: Items Not Requiring Changes to the Inside Wireman's Agreement.

Article II, Section 5 – Drug and Alcohol Policy - The parties agreed to move forward with an industry-wide Substance Abuse Testing Policy in the immediate future, as required by the enabling language in the Inside Agreement. The exact details will be determined by the LMCC. Funding will come from an increased employer contribution to Electrical Industry Trust.

Article II, Section 6 – Code of Excellence – The parties agreed to move forward with an industry-wide Code of Excellence Program in the immediate future, as required by the enabling language in the Inside Agreement. The exact details will be determined by the LMCC.

Article V, Section 29 – The parties agreed to modify the funding mechanism for the Safety-boot reimbursement program from the LMCC to the Electrical Industry Trust. The Local Union will bill the Electrical Industry Trust (employer contributions only) for reimbursement instead of the LMCC (jointly funded contributions).

Scope of Work:

The parties agreed to add Non-PLA residential work to the scope of the existing IBEW Ninth District Market Advancement Memorandum of Understanding. This may require concurrence of adjacent Chapters/Local Unions in Northern California. If this is not possible, the parties will accomplish this through a separate Memorandum of Understanding to the Inside Agreement.

LETTER OF UNDERSTANDING

Pursuant to Article III, Section 9 of the Inside Wireman's Agreement between the Contra Costa Chapter, NECA and IBEW Local Union 302, the following allocation of the \$1.47 per hour Electrical Industry Trust contribution shall be effective June 1, 2014.

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|---|--------------------------|
| Electrical Industry Trust | 24 cents per hour |
| Joint Apprenticeship and Training Trust | 67 cents per hour |
| Labor Management Cooperative Trust | 46 cents per hour |
| Administrative Maintenance Fund (NECA) | <u>10 cents per hour</u> |

TOTAL: \$1.47 per hour

This allocation shall remain in effect until and unless changed by mutual consent of the two parties hereto.

Signed by:

IBEW LOCAL UNION 302

CONTRA COSTA CHAPTER, NECA

Ronald Bennett
Chairman

Michael Geller
Secretary

Date

Date

