

RESOLUTION OF 2018 NEGOTIATIONS

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

(All Changes Effective June 1, 2018, unless otherwise noted.)

Part 1: Changes to the Collective Bargaining Agreement

SCOPE

~~Electrical employees employed under the terms of this Agreement shall do all electrical construction, installation, or erection work including fabrication or prefabrication of boxes, brackets, bends and nipples and all electrical maintenance thereon including the final running tests. This section shall not apply to the use of catalogue items which are available to the contractors in the industry nor be applied or interpreted in any manner contrary to applicable law. This section shall include the installation and maintenance of temporary wiring, and the installation of all electrical lighting, heat and power equipment, photovoltaic systems, installation of all raceway systems including underground conduits and all supports, electrical and electronic loop systems associated with process control instrumentation, and motor control systems.~~

Electrical employees employed under the terms of this Agreement shall perform all work including but not limited to electrical construction, installation, or erection work. This section shall include the installation and maintenance of temporary wiring, and the installation of all electrical lighting, heat and power equipment, photovoltaic systems, batteries for Energy Storage, installation of all raceway systems including underground conduits and all supports, electrical and electronic loop systems associated with process control instrumentation, and motor control systems. In the interest of Safety for those working under this agreement, covered work shall also include hole watch and fire watch. In order to protect and preserve for employees covered by this Agreement all work heretofore performed by them, it is hereby agreed that all work covered by this Agreement, including fabrication or prefabrication of boxes, brackets, bends and nipples and all electrical maintenance thereon including the final running tests, shall be performed by workers employed under the terms of this Agreement regardless of where the work is performed. This section shall not apply to the use of catalogue items which are available to the contractors in the industry nor be applied or interpreted in any manner contrary to applicable law.

Article I, Section 1 - This Agreement shall take effect ~~June 1, 2015~~ **June 1, 2018** and shall remain in effect through ~~May 31, 2018~~ **May 31, 2020**, 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 III, 1A - At the option of the contractor/s and with one week's notice, **one or two**, a four day per week, ten (10) hour per day work ~~schedule~~ **shifts** may be established **of at least four days duration**. ~~between the hours of 6:00 A.M. and 5:30 P.M.~~ Contractors operating under this provision shall be governed by the terms of this section with respect to the hours of work and overtime. The regular workweek shall be from Monday through Thursday. Pay for each of these four days shall be ten (10) hours at the straight-time **"shift"** hourly rate **described below**. All work **outside of the regularly established** ~~in excess of the ten (10) hours~~ **shift** shall be paid at two (2) times the **regular** straight-time hourly rate **specified in Article III Section 5 of this Agreement**.

The first shift (day shift) shall consist of ten (10) consecutive hours worked between the hours of 6:00 a.m. and 5:30 p.m. Workman on the day shift shall be paid at the regular hourly rate for the hours worked during the regular established shift.

The second shift (night shift) shall consist of ten (10) consecutive hours worked between the hours of 6:00 p.m. and 6:00 a.m. Workman on the night shift shall be paid at the regular hourly rate of pay plus a premium of 31.4% for the hours worked during the regular established shift.

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

If a fifth consecutive day is worked or used as a make-up day, the pay shall be one and one-half (1 ½) times the straight-time **"shift"** hourly rate for the ~~first ten (10)~~ hours worked **during the regular established shift**. If a fifth non-consecutive day or a sixth day or a seventh day is worked, the pay shall be two (2) times the **regular** straight-time hourly rate.

A staggered shift/s, Monday through Thursday or Tuesday through Friday, may be utilized, if the work areas become overly congested.

At the option of the contractor and with one week's notice, a five day per week eight hour per day shift may be re-established.

** Contractors are hereby advised that the California Labor Code requires that workers employed on Public Works in excess of eight hours per day receive compensation for all such hours at not less than the specified overtime rate (Labor Code Sections 1810, 1811 and 1815). Therefore, the Four Ten-Hour Day work arrangement is not recommended for Public Works projects.*

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, ~~2015~~ 2018

09/03/18	02/25/19	03/02/20
\$2.00 to	\$2.00 to	\$3.00 to
be allocated	be allocated	be allocated

Article III, Section 5 – Sick Pay **Sick Leave, PTO and/or Holidays:** During the time this agreement is in effect, if the State of California or any city, county or political subdivision of the State of California enacts a statute, ordinance, rule, **law** or regulation mandating paid sick-leave **time off** for employees within its jurisdiction, both parties to this Agreement hereby agree to waive the requirements of the statute, ordinance, rule, **law** or regulation including, but not limited to, **Article 1.5 (commencing with Section 245) of the California labor code and California labor code Section 2810.5(H)**. Any employer who is signatory to this agreement shall not be required to comply with said ordinance, rule, **law** or regulation, and any employee covered by this agreement shall not have any right or cause of action against any signatory employer or the IBEW Local 302 for violation of said statute, ordinance, rule, **law** or regulation. **The Employer recognizes that the Union cannot unilaterally bargain away the statutory rights of its members without ratification.** ~~This section shall not be construed to limit any other right to sick leave employees covered by this agreement may have.~~

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.

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.

~~Journeyman cleared into the area by a traveling employer pursuant to Article V, Section 33 of this agreement shall qualify for Class III only.~~

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 ~~\$13.10~~ **\$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, 2018,~~ **May 31, 2020**, 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** - For all employees covered by this Agreement, a three hundred thousand dollar (\$300,000.00) accidental death or dismemberment insurance policy shall be provided by the Electrical Industry Fund when such employees are subject to the following:~~

~~-(a) Where workmen are required to work sixty (60) feet or more from the ground or supporting structures from trusses, stacks, towers, tanks, bos'n chairs, swinging or rolling scaffolding, or open platforms where the workman is subject to a direct fall or where he has to work from a ladder or other support on a platform within five (5) feet of any direct fall opening;~~

~~-(b) The elevation of the above mentioned seating, footing or platform from which work is performed, under the above conditions, governs the applicability of the coverage.~~

Article V, Section 24 - Electrical employees shall furnish only the following kit of hand tools or the equivalent for the performance of their work. (These tools shall be in good workable safe condition):

Tool Box with Locking Device

3/4" Wood Chisel

1/2" Cold Chisel

Protractor

Adjustable Hacksaw Frame

Electronic Voltage Tester

Tin Snips

Tri-Square

Center Punch

Knife, Electrician

Crescent Wrenches 6" & 10"

Compass Saw

Rule not to exceed 25 feet

Tap Wrench

1/4" Drive Socket Set

with Sockets to 1/2" or

Set of Spin Tights

Three Screwdrivers

One set of Allen Wrenches

Wire Strippers

Tool Pouch

~~Copy of the State Electrical Safety Orders~~

The Applicable Codes

Flashlight

Plumb Bob

Hammer, Straight-Claw

Torpedo Level

Two Channel-Lock Pliers

Sidecutting Pliers

Long-Nose Pliers

Diagonal Pliers

Awl

14" & 10" Pipe Wrenches

One set of Phillip's

Screwdrivers

(1) Small

(1) Medium

& (1) Large

End Wrenches, 3/8" through 3/4"

Article V, Section 29 - On all work where it is necessary for a workman to stand to perform work ten (10) feet above the base of any ladder, there must be another workman to steady and guard such ladder. No employee shall be allowed to ride on any moving staging or work off of any ladder in violation of the California Safety Orders.

Where there is a question of safety involved, and a dispute arises, no work shall be performed on that portion of the work until a **Cal-OSHA** ~~an Industrial Accident Commission Safety~~ Inspector has inspected that portion of the equipment or job, and has given approval for continuance of the work on said job or equipment. Due to the inherent danger of working on any circuit when it is energized, the parties to this Agreement agree to the following;

- Every effort shall be made to de-energize a circuit before performing necessary work.
- In the event that a circuit cannot be de-energized, there shall be strict conformance to the requirements set forth under Cal-OSHA.

Adequate safety and protective devices shall be supplied to workmen by the Employer on all hazardous work in accord with the ~~safety orders~~ Cal-OSHA requirements ~~of the Industrial Accident Commission, and the rules of the Union.~~ The employer shall provide all Personal Protective Equipment required by **Cal-OSHA** Regulations. In addition, the employer shall also provide gloves suitable to meet anticipated job hazards, at no cost to the employee. Workmen shall also observe instructions of the Employer in matters of safety provided such instructions are not in conflict with **Cal-OSHA requirements** ~~the safety orders of the Industrial Accident Commission~~ and recognized practices in the trade.

On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two or more Journeymen must work together, one standing by wearing rubber gloves. Whenever an electrical employee is required to make connections on the line side of protective equipment, the safety measure of the above paragraph shall apply.

Any Cable Splicer's helper may be a Journeyman or an Apprentice in his last two years of training. When employees covered by this Agreement are working at the Employer's direction in refineries, and plants where for safety reasons smoking is prohibited or limited, such employees shall be accorded the same smoking privileges as are accorded regular refinery or plant personnel working in the same area, subject further to approval by said refinery or plant.

Proper precaution will be taken by the Employer whenever danger of exposure to radiation is known to exist, and the electrician in charge shall be informed.