

RESOLUTION OF 2015 NEGOTIATIONS

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

(All Changes Effective June 1, 2015, unless otherwise noted.)

Part 1: Changes to the Collective Bargaining Agreement

Article I, Section 1 - This Agreement shall take effect ~~June 1, 2014~~ **June 1, 2015** and shall remain in effect through ~~May 31, 2015~~ **May 31, 2018**, 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 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, 2014 2015

Classification	06/01/14	06/01/15	02/29/16	02/27/17	02/26/18
			\$1.25	\$1.25	\$1.25
			(To be allocated)	(To be allocated)	(To be allocated)
Journeyman Wireman	\$45.26	\$46.51			
Foreman	\$51.67	\$52.92			
General Foreman	\$58.08***	\$59.33			
Senior General Foreman	\$60.64****	\$61.89			
Journeyman Wireman when Splicing Cable	\$51.67**	\$52.92			
Journeyman Wireman when Welding	\$51.67**	\$52.92			

* 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%

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.

**APPRENTICE WIREMAN
(Indentured before July 2, 2012)**

APPRENTICE WIREMAN – TEN PERIODS

1st PERIOD	40% of JOURNEYMAN WIREMAN RATE
2nd PERIOD	45% of JOURNEYMAN WIREMAN RATE
3rd PERIOD	50% of JOURNEYMAN WIREMAN RATE
4th PERIOD	55% of JOURNEYMAN WIREMAN RATE
5th PERIOD	60% of JOURNEYMAN WIREMAN RATE
6th PERIOD	65% of JOURNEYMAN WIREMAN RATE
7th PERIOD	70% of JOURNEYMAN WIREMAN RATE
8th PERIOD	75% of JOURNEYMAN WIREMAN RATE
9th PERIOD	80% of JOURNEYMAN WIREMAN RATE
10th PERIOD	90% of JOURNEYMAN WIREMAN RATE

(Apprentice pay rates are computed on the Class I wage rate.)

**APPRENTICE WIREMAN
(Indentured after July 2, 2012)**

APPRENTICE WIREMAN – SIX PERIODS

1 st PERIOD	40% of JOURNEYMAN WIREMAN RATE
2 nd PERIOD	50% of JOURNEYMAN WIREMAN RATE
3 rd PERIOD	60% of JOURNEYMAN WIREMAN RATE
4 th PERIOD	70% of JOURNEYMAN WIREMAN RATE
5 th PERIOD	80% of JOURNEYMAN WIREMAN RATE
6 th PERIOD	90% of JOURNEYMAN WIREMAN RATE

(Apprentice pay rates are computed on the Class VI wage rate.)

SICK PAY. 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 or regulation mandating paid sick leave for employees within its jurisdiction, both parties to this Agreement hereby agree to waive the requirements of the statute, ordinance, rule or regulation including, but not limited to, California labor code Section 2810.5, any employer who is signatory to this agreement shall not be required to comply with said ordinance, rule 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 or regulation. This section shall not be construed to limit any other right to sick leave employees covered by this agreement may have.

PUBLIC WORKS. When work performed on Public Works is subject to prevailing wages, terms and conditions pursuant to applicable law, then such published wages, terms and conditions shall govern and take precedence over any other wages, terms or conditions as set forth in this Agreement, provided that the Employer will pay all increases in fringe benefit contributions required pursuant to this Agreement.

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. ~~Traveling Journeymen shall be presumed to qualify for Class VI status only, unless sufficient proof of the requisite experience 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.

Traveling Journeymen 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** 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~~ **May 31, 2018**, 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. **and retirees.**

Article III, Section 9 - ELECTRICAL INDUSTRY FUND - Every individual Employer shall pay into the "Electrical Industry Fund" ~~one-dollar and forty-seven cents (\$1.47)~~ **one-dollar and fifty cents (\$1.50)** 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.

Article III, Section 10-LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 10.01. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

1. to improve communications between representatives of Labor and Management;
2. to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
6. to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
7. to engage in public education and other programs to expand the economic development of the electrical construction industry;
8. to enhance the involvement of workers in making decisions that affect their working lives; and,
9. to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 10.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 10.03. Each employer shall contribute ~~forty-six (\$.46)~~ **forty-eight (\$0.48)** cents per hour for each hour worked by every employee covered by this agreement. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Article V, Section 16 - All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local **Apprenticeship and Training Trust Agreement**. The current rate of contribution is sixty-seven (\$.67) **sixty-five (\$.65) cents** per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

Article V, Section 17 - A Foreman shall be designated by the Employer on any job requiring three or more Journeymen for a period of eight hours or more, unless the job is properly laid out by the Employer, his representative or a Foreman, and supervised each day.

A General Foreman shall be designated by the Employer on any job employing more than thirteen (13) Journeymen including the Foreman. General Foremen shall not be allowed to supervise more than fifty (50) men, excluding Apprentices, but including Foremen, on any one job. A General Foreman shall act in a supervisory capacity only. **Under emergency conditions, the General Foreman shall be allowed to work with the tools for a maximum of two (2) hours per shift.**

A Senior General Foreman will be designated when there are two or more General Foremen on a job site. The Senior General Foreman shall be allowed to supervise his own crew of Foremen, in addition to the other General Foremen on the job.