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INSIDE WIREMAN AGREEMENT

BETWEEN

LOCAL UNION 302  
INTERNATIONAL BROTHERHOOD  
OF  
ELECTRICAL WORKERS

AND  
CONTRA COSTA CHAPTER



NATIONAL ELECTRICAL  
CONTRACTORS ASSOCIATION, INC.

2015 - 2018

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## **Effective June 1, 2015**

Agreement by and between the Contra Costa Chapter of the National Electrical Contractors Association, Inc. and Local Union 302, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the Contra Costa Chapter of the National Electrical Contractors Association, Inc. and the term "Union" shall mean Local Union 302, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this 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.

## **BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

# **ARTICLE I**

## **EFFECTIVE DATE - CHANGES**

## **TERM OF THE AGREEMENT**

**Article I, Section 1** - This Agreement shall take effect June 1, 2015 and shall remain in effect through 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 I, Section 2**

(a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

**Article I, Section 3** - This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

### **GRIEVANCES - DISPUTES**

**Article I, Section 4** - There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

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

(b) All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor Management Committee.

(c) All matters coming before the Labor-Management Committee shall be decided by majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

(d) Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

**Article I, Section 5** - When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

## **ARTICLE II EMPLOYER RIGHTS - UNION RIGHTS**

**Article II, Section 1** - Electrical employees, except those meeting the requirements of the Employer, as defined herein, shall not contract for any electrical work or perform electrical work for pay or wages for person, firm, or corporation not employing men under this Agreement. Any electrical employee holding an active contractors license shall inactivate the license while working under the terms of this agreement. No workman shall himself become a contractor for the performance of any electrical work while he is subject to employment under the terms of this Agreement. The firm shall have one journeyman, not a member of the firm, employed under the terms of this Agreement at all times. An electrical contractor shall not perform work as a Journeyman or as an Apprentice except one (1) designated member of a firm (Employer) shall be permitted to work with the tools at any time on any job

when not more than five (5) Journeymen are in his employ. Such working member of a firm (Employer) shall work under all the terms and conditions of the existing Agreement. Avoidance of the intent of this section shall not be permitted by the pretense of ownership of the business by an immediate member of the family. Nothing contained in this section shall be construed to prevent any Employer from performing work during emergencies for the protection of life or property or working up to four (4) hours each day on service, repair calls, and checking and inspecting.

An exception shall be provided for an electrical contractor to be relieved of the obligation of employing a journeyman at all times. The scope of work for such individuals shall be limited to residential-remodel work of any value, and commercial-remodel work under \$5,000.00. Such individuals shall be required to make monthly contributions to the Electrical Industry Trust on behalf of themselves based on 160 hours of work per month.

**Article II, Section 2** - Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, maintaining a business telephone, a suitable financial status to meet payroll requirements, having adequate tools and equipment, and shall be in possession of a valid state license as an electrical contractor.

**Article II, Section 3** - The Union understands the Employer is responsible to perform the work required by the Owner. The Employer shall therefore have no restrictions except those specifically provided for in the Collective Bargaining Agreement in planning, directing and controlling the operation of all his work, in deciding

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

**Article II, Section 4** - The parties to this Agreement are committed to maintaining a work environment that is free of unlawful harassment. In keeping with this commitment, harassment of applicants or employees by anyone, including managers, supervisors or any individual working under this Agreement will be considered a violation of this Agreement and will subject that individual to disciplinary action, up to and including termination, and such behavior shall be deemed to be "proper cause" for discharge.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, toward an individual based on sex, color, race, ancestry, religion, national origin, age, physical or mental disability, medical condition, veteran status, citizenship status, marital status, or other protected group status.

**Article II, Section 5** - The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all



applicable federal, state and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

**Article II, Section 6** - The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as required by the IBEW and NECA.

**Article II, Section 7** - The Employer shall have the right to determine the competency and qualifications of its employees and the right to discharge such employees for any just and sufficient cause. The Union may institute a grievance procedure under the terms of this Agreement if it feels any employee has been unjustly discharged.

In applying the above provisions, the Employer shall not discriminate against employees in regard to hire or tenure of employment by reason of membership or non-membership in the Union; provided however, all workmen, Union or otherwise shall be classified and receive the wage scales and other conditions as provided for in the Collective Bargaining Agreement.

**Article II, Section 8** - There shall be no restrictions against the use of any machinery, equipment, tools or other devices when used by electrical employees covered by this Agreement who are properly trained, and/or certified if required, and in accordance with the applicable safety orders.

**Article II, Section 9** - The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

**Article II, Section 10** - In order to be competitive in the market and to meet the special needs of Employers on particular jobs, the Union may provide special consideration to Employers who request such treatment and who demonstrate, to the Union's satisfaction, a specific marketing need with regard to a particular job. Any special terms, conditions, modifications or amendments so provided by the Union, shall be implemented with regard to the particular job for which they were requested. To the extent feasible within time constraints, such special terms, conditions, modifications or amendments shall be made available to all signatory Employers with regard to the particular job in question, but shall not constitute an action subject to the favored nation's clause in this Agreement.

**Article II, Section 11** - Employee grievances brought pursuant to this Agreement will not be considered timely unless the Employer 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 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 II, Section 13 - REFERRAL PROCEDURE** - In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

1. The Union shall be the sole and exclusive source of referral of applicants for employment.

2. The Employer shall have the right to reject any applicant for employment.

3. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

4. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

## **JOURNEYMAN WIREMAN JOURNEYMAN TECHNICIAN**

### **Group I**

All applicants for employment who have four or more years experience in the trade; are residents of the geographical area constituting the normal construction labor market; have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee; and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group 1 status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

## **Group II**

All applicants for employment who have four or more years experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

## **Group III**

All applicants for employment who have two or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

## **Group IV**

All applicants for employment who have worked at the trade for more than one year.

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

6. The Employer shall notify the Business Manager promptly of the names and social security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

## DEFINITIONS

7. "Normal construction labor market" is defined to mean the following geographical area, Contra Costa County: plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which the Agreement applies.

8. "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

9. An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

10. The Union shall maintain an "Out-of-Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment. An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

11(a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

### **REPEATED DISCHARGE:**

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

12. The only exceptions which shall be allowed in this order of referral are as follows:

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

- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

13. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

14. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 3 through 12 of this Article. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

15. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

16. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.



17. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

**Article II, Section 14 - UNION SECURITY** - All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

**Article II, Section 15** - For all employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance with a company authorized to do business in this State: Social Security and such other protective insurance as may be required by the laws of this State, and shall furnish satisfactory proof of such to the Union. He shall also make payments to the California Unemployment Compensation Commission for all employees covered by the terms of the Agreement.

**Article II, Section 16** - The Union will endeavor to enforce all provisions of this Collective Bargaining Agreement, and reserves the right to discipline its members for violations of its laws, rules and agreements.

**Article II, Section 17** - It shall not be considered a violation of this Agreement nor shall any workmen be discharged by the Employer if he recognizes another labor organizations' bona fide picket line which is sanctioned by the local Central Labor Council, the Building Trades Council or International Office of the craft involved. The Union will notify the Employer as soon as possible if an organization secures such sanction.

**Article II, Section 18** - Should workmen leave a job where a recognized picket line is sanctioned by the Central Labor Council, the Building Trades Council or the International Office of the craft involved, such

workmen shall carefully put away all tools, material and equipment or other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer by members of the Union for neglect in carrying out this provision, but only when a safe place is provided for such property by the Employer, and provided further that reasonable time be allowed the Employer to provide such safe place.

**Article II, Section 19** - The Employer shall not loan or cause to be loaned any electrical employee in his employ under the terms of this Agreement to another Employer without first securing permission of the Union and then only when applicants possessing the required skill are not available under the referral procedure.

**Article II, Section 20** - The Union shall have the right to appoint a Steward on any job where workmen are employed under the terms of this Agreement. Such Stewards shall see that this Agreement and working conditions are observed, protecting the rights of both the Employer and the employee. He or she shall be allowed sufficient time to perform these duties during regular working hours. Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement.

The Business Manager shall notify the Employer in writing of the appointment of a Steward.

At no time shall a Steward be discriminated against for the faithful performance of his duties. A Steward shall remain on the job until its completion, or until no more than three men are left on the job, unless removed by the Business Manager; this requirement shall not apply when a job is shut down. Stewards may be discharged for cause upon twelve (12) hours prior notification of the Business Manager, but subject to review by the Joint Conference Committee.

**Article II, Section 21** - The representative of the Union shall be allowed access to any shop or job at any reasonable time where electrical employees are employed under the terms of this Agreement provided he first reports to the Employer's local office.

**Article II, Section 22** - No Employer shall directly or indirectly or by any subterfuge, sublet or contract with any electrical employee, all or any part of the labor services required by any contract of such Employer.

**Article II, Section 23**

(a) The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Section (b) of this Section will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

(c) All charges of violations of Section (b) of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

**Article II, Section 24** - Any negotiated wage increase provided for in this Agreement, payment for which is prohibited by a government wage or price freeze, shall become payable only on jobs that are bid and started after the wage or price freeze is lifted.

### **ARTICLE III**

#### **HOURS - WAGE PAYMENTS WORKING CONDITIONS**

**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 ( $\frac{1}{2}$ ) 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 ( $1 \frac{1}{2}$ ). 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 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 week's 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.

When an electrical employee has worked six or more hours, immediately previous to starting the regular work day, he shall receive the overtime rate until relieved from duty.

### **OPTIONAL FOUR TEN-HOUR DAY:**

**Article III, 1A** - At the option of the contractor/s and with one week's notice, a four day per week, ten (10) hour per day work schedule may be established 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 hourly rate. All work in excess of the ten (10) hours shall be paid at two (2) times the straight-time hourly rate.

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 hourly rate for the first ten (10) hours worked. If a fifth non-consecutive day or a sixth day or a seventh day is worked, the pay shall be two (2) times the 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.

**Article III, Section 2** - Where so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. Workmen on the “swing shift” shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

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

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 the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard) at 12:30 a.m. Monday to coordinate the work with the customer’s work schedule. However any such adjustment shall last for at least five (5) consecutive days’ duration unless mutually changed by the parties to this Agreement.

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

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.



**Article III, Section 3** - Electrical employees shall receive a one-half hour lunch period with pay and meals at the expense of the Employer, if the employee is required to work beyond ten (10) consecutive hours (not including the regular one-half hour lunch period), and after working each additional four hours. Hot meals shall be provided at the Employer's expense in such case, provided hot meals are conveniently available. The entire crew shall not leave the job at one time in the event of an emergency period. Reimbursements for such meals shall not exceed \$15.00 for the first meal or \$13.00 for each additional meal.

**Article III, Section 4** - No work shall be performed on Labor Day, except in case of emergency and then only after permission is granted by the Business Manager of the Union.

**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**

| Classification                               | <b>06/01/15</b> | <b>02/29/16</b>   | <b>02/27/17</b>   | <b>02/26/18</b>   |
|--|-----------------|-------------------|-------------------|-------------------|
|  |                 | <b>\$1.25</b>     | <b>\$1.25</b>     | <b>\$1.25</b>     |
|  |                 | (To be allocated) | (To be allocated) | (To be allocated) |
| Journeyman<br>Wireman                        | \$46.51         |                   |                   |                   |
| Foreman<br>General                           | \$52.92         |                   |                   |                   |
| Foreman                                      | *** \$59.33     |                   |                   |                   |
| Senior General<br>Foreman                    | **** \$61.89    |                   |                   |                   |
| Journeyman<br>Wireman when<br>Splicing Cable | ** \$52.92      |                   |                   |                   |
| Journeyman<br>Wireman when<br>Welding        | ** \$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**

|                         |                                |
|-------------------------|--------------------------------|
| 1 <sup>st</sup> PERIOD  | 40% of JOURNEYMAN WIREMAN RATE |
| 2 <sup>nd</sup> PERIOD  | 45% of JOURNEYMAN WIREMAN RATE |
| 3 <sup>rd</sup> PERIOD  | 50% of JOURNEYMAN WIREMAN RATE |
| 4 <sup>th</sup> PERIOD  | 55% of JOURNEYMAN WIREMAN RATE |
| 5 <sup>th</sup> PERIOD  | 60% of JOURNEYMAN WIREMAN RATE |
| 6 <sup>th</sup> PERIOD  | 65% of JOURNEYMAN WIREMAN RATE |
| 7 <sup>th</sup> PERIOD  | 70% of JOURNEYMAN WIREMAN RATE |
| 8 <sup>th</sup> PERIOD  | 75% of JOURNEYMAN WIREMAN RATE |
| 9 <sup>th</sup> PERIOD  | 80% of JOURNEYMAN WIREMAN RATE |
| 10 <sup>th</sup> 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 <sup>st</sup> PERIOD | 40% of JOURNEYMAN WIREMAN RATE |
| 2 <sup>nd</sup> PERIOD | 50% of JOURNEYMAN WIREMAN RATE |
| 3 <sup>rd</sup> PERIOD | 60% of JOURNEYMAN WIREMAN RATE |
| 4 <sup>th</sup> PERIOD | 70% of JOURNEYMAN WIREMAN RATE |
| 5 <sup>th</sup> PERIOD | 80% of JOURNEYMAN WIREMAN RATE |
| 6 <sup>th</sup> 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 5A TRUST FUND CONTRIBUTIONS AND UNION DUES CHECK OFF-** Method of Calculating and Transmitting Trust Fund Contributions and Union Dues to the Bank or Depository.

(a) The Employer shall make all legal payroll withholdings for Income Tax, Social Security, Unemployment Insurance, etc., from the total of wages and shall then withhold the full amount of the union dues for transmittal on a monthly basis to the bank. The amount of the union dues withheld shall be shown on payroll check stubs. The amount of the union dues

withheld shall be a uniform percentage of gross labor payroll for all employees subject to this Agreement, with the exception of first year apprentices, prior to the date of their initiation into membership of the IBEW.

(b) The monthly transmittal shall cover every employee subject to this Agreement on the payroll for all payroll weeks ending within the calendar month.

(c) The monthly transmittal and accompanying check shall also include all trust fund contributions for all employees covered by this Agreement, including the Retirement Trust, Health and Welfare Trust, Electrical Industry Trust and the National Electrical Benefit Fund.

(d) All Trust Fund contributions must be paid to all electrical employees who are directed by the individual Employer to work on jobs inside the jurisdiction of Local Union 302. When men are sent to work outside the jurisdiction of Local Union 302, they do not come under the provisions of this section.

(e) On the monthly transmittal form, the following information concerning each employee shall be set forth in separate columns: (1) Social Security Number, (2) Name of Employee, (3) The Number of Hours Worked, (4) The Total Earnings (including dues check off). The total of the amounts shall be given together with the check number and date of payment.

(f) The monthly transmittal form and accompanying check must be received by the bank or depository selected by the parties to this Agreement no later than the fifteenth of the following month.

Any contractor who fails to report or to make contributions due to any foregoing Fund before the fifteenth (15th) day of the month in which it is due, or who issues a non-sufficient check shall be considered delinquent. Each delinquent contractor shall pay to the

Funds involved liquidated damages in the amount of fifteen percent (15%) of the indebtedness or twenty dollars (\$20.00) for each month of delinquency, whichever is greater.

In the event any Employer does not, in whole or in part, pay any fringe contribution, and/or wages, required or contended to be required by this Agreement, and it is necessary to institute collection action by negotiating or litigation, the following special provisions will be applicable to such collection efforts:

Whenever, as a matter of proper and lawful judgment, it is determined that a settlement should be made and the terms of such settlement, or any judgment do not provide for full recovery of any due wages and fringe benefits, to the extent lawful the settlement shall provide, or efforts shall be made to have a judgment provide that the aggregate sum so collected, after payment of expenses incurred in said collection efforts or litigation, will be allocated in the following order or priority until the amount of the settlement or judgment is fully disbursed.

- First: Any Unpaid Wage Delinquencies
- Second: Local Pension Delinquencies
- Third: Health and Welfare Delinquencies
- Fourth: NEBF Delinquencies
- Fifth: Electrical Industry Fund Delinquencies
- Sixth: National Labor Management  
Cooperative Committee Delinquencies
- Seventh: Union Dues Delinquencies
- Eighth: NECA Dues Delinquencies

To the extent that authorized expenses shall have been incurred in effecting such collection, such expenses shall be allocated pro-rata to the Fund or Trust in accordance with the percentage such Fund or Trust receives from the recovery.

**Article III, Section 5B - UNION DUES CHECK OFF** - The Employer agrees to deduct and forward to the Financial Secretary of the Local Union -- upon receipt of a voluntary written authorization -- the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

**Article III, Section 6** - It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report pre-scribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignees. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

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

The failure of an individual employer to comply with the applicable provision of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor 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.

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.

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, 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.

**Article III, Section 9 - ELECTRICAL INDUSTRY FUND** - Every individual Employer shall pay into the "Electrical Industry Fund" **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-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.

**Section 10.04.** If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

**Section 11 - NATIONAL LABOR MANAGEMENT COOPERATION FUND -**  
The parties agree to participate in the NECA-IBEW National 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 communication 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 the industry;

(6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;

(7) 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;

(8) to engage in public education and other programs to expand the economic development of the electrical construction industry;

(9) to enhance the involvement of workers in making decisions that affect their working lives; and

(10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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 NLMCC, as provided in said Agreement and Declaration of Trust.

Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. 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 Contra Costa Chapter, NECA, or its designee, shall be the collection agent for this Fund.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

**Article III, Section 12** - Effective June 1, 1999, all Employers will have to post a surety bond as follows: Any shop or project employing one (1) employee covered by this Agreement will have to post a fifteen hundred dollar (\$1,500) bond or cash; any shop or project employing from two (2) to five (5) employees covered by this Agreement will have to post a seventy-

five hundred dollar (\$7,500) bond or cash; any shop or project employing from six (6) employees to ten (10) employees covered by this Agreement will have to post a ten thousand dollar (\$10,000.00) bond or cash; any shop or project employing more than ten (10) employees covered by this Agreement will have to post a fifteen thousand dollar (\$15,000.00) bond or cash. Said bond shall be in a form acceptable to the Union and guarantee payment of current, delinquent and future wages and/or fringe benefits provided for in this Agreement.

**Article III, Section 13** - Individual Employers who fail to remit regularly all fringe benefits shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing, being served by the Union provided the Employer fails to show positive proof that delinquent payments have been made to the Health & Welfare Trust Fund and the Retirement Trust Fund. Failure of an Employer to comply with applicable provisions of the Electrical Worker's Health and Welfare Trust Agreement and Retirement Trust Agreement shall constitute a breach of the Agreement insofar as such Employer is concerned.

**Article III, Section 14** - The Association and/or Employer agrees that it shall not constitute a violation of this Agreement for the Union to remove the workmen employed by an Employer who is delinquent in any wage or fringe payment due under the terms of this Agreement.

**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 III, Section 16** - 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. 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. 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. 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 IV

### NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

**Article IV, Section 1** - Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man hours.

2) One Hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund 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. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.



## ARTICLE V

### STANDARD INSIDE APPRENTICESHIP LANGUAGE

**Article V, Section 1** - There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

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

The JATC shall also be responsible for the training of apprentices, journeymen, installers, technicians and all others (unindentured, intermediate journeymen, etc.).

**Article V, Section 2** - All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a four (4) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

**Article V, Section 3** - Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

**Article V, Section 4** - There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a sub-committee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A sub-committee member may or may not be a member of the JATC.

**Article V, Section 5** - The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

**Article V, Section 6** - To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to

another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

**Article V, Section 7** - All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

**Article V, Section 8** - The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Article V, Section 12.

**Article V, Section 9** - Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

**Article V, Section 10** - To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

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

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

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

**Article V, Section 11** - The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

**Article V, Section 12** - Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen.

| Number of Journeymen | Maximum Number of Apprentices/Unindentured |
|----------------------|--|
| 1 to 3               | 2  |
| 4 to 6               | 4  |
| Etc.                 | Etc.                                       |

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site.

All other physical locations where workers report for work are each considered to be a single, separate job site.

**Article V, Section 13** - An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices, who have satisfactorily completed the first four years of related classroom training using the NJATC

curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

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

**Article V, Section 14** - Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this agreement.

**Article V, Section 15** - The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

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

**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-five (\$0.65) 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.

**Article V, Section 18** - A Foreman is one who lays out work or other workmen (not including Apprentices) or is a Journeyman in charge of a job where two or more journeymen are under his supervision for a period of at least eight hours, or a Journeyman in charge of a job consisting of more than one hundred and fifty (150) conduit, steel tube or MC cable outlets, or a job providing for one hundred (100) or more horsepower connected motor load. A Foreman shall not be required to supervise more than one job as outlined above at the same time, nor more than twelve (12) Journeymen.

**Article V, Section 18A** - A Foreman shall be responsible for lay-offs, discharges and the safety of his crew under the direction of the Employer or the Employer's representative.

**Article V, Section 19** - On jobs having a Foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the assigned

Foreman. A Foreman is not to take directions or orders or accept the layout of any job from anyone except his assigned supervision.

**Article V, Section 20** - Any electrical employee reporting for work and not assigned to work, unless previously notified by the Employer, shall receive at least one-half a day's pay. In order for this section to be effective, it shall be necessary for the employee completing a job to notify his Employer immediately and find out from the Employer whether or not he will be required to report for some other job.

**Article V, Section 21:** When employees are directed to report to a shop or job and do not start work due to the lack of materials, weather conditions, or other causes beyond their control, they shall receive two hours pay unless previously notified, provided that reasonable means of communication are available. When workmen have started work in the morning or after lunch and the job is stopped by the company or its representative for the above mentioned reasons, the workmen shall be paid to the normal midpoint or normal endpoint of the established work hours, whichever shall apply. When an applicant for employment is referred to an Employer and is rejected for employment, such applicant shall be reimbursed for expenses incurred in reporting to said Employer in the amount equal to two (2) hours pay at the journeyman rate provided for in this Agreement. However, this provision shall not apply if the applicant does not have in their possession at the time of application, all necessary documents that establish their identity and employment eligibility as required by Form I-9 Employment Eligibility Verification (Rev 6/05/07) and all necessary documents that establish their State Electrical Certification.

**Article V, Section 22** - All workmen laid off shall be notified of such layoff one hour before termination of work. Such workmen shall be paid all wages due him



and given a termination slip immediately upon termination of work. The termination slip shall be completed, stating the reason for termination, and the employee's copy shall have, in addition to the firm's name, the firm's address.

**Article V, Section 23** - On all jobs requiring five or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

**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

Protractor

Adjustable Hacksaw Frame

Electronic Voltage Tester

Tin Snips

Tri-Square

Center Punch

Knife, Electrician

Crescent Wrenches 6" and 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

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

Tool Pouch

Copy of the State Electrical Safety Orders

The Applicable Codes

1/2" Cold Chisel

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

The Employer shall provide a suitable safe place or locker box on all jobs where employees may keep their tools. The Employer shall be financially responsible in an amount not to exceed eight hundred dollars (\$800.00) only when an inventory list is made available and is attached to the employee's referral slip, issued by the referral office, at the time of hiring, for loss of employee's tools and/or tool box by fire or theft where substantial evidence of loss is established provided that at the time of loss said tools were locked in the tool box and the tool box was placed and locked (when provision is made therefore within the "suitable safe place or locked box" as provided by the Employer).

During inclement weather the Employer shall provide a dry place and heated, if necessary, for the employees to store their working clothes.

When tools are not supplied by the Employer, Journeymen Cable Splicers shall be allowed \$3.00 per day for the use of their own tools in performance of the Employer's work.

**Article V, Section 25** - The Employer shall furnish stocks and dies, still son wrenches over 14", hacksaw blades, fish tapes, wood bits, hickies, rotary cutter, taps, twist drills, acetylene torch, presto tank, portable electric drills, ladders, vises, star drills and any other necessary tools or equipment. Electrical employees shall be held responsible for the safe keeping and proper care, and use of the Employer's trucks, and of the Employer's tools and equipment provided the Employer furnishes the necessary locker, tool boxes or other safe place for storage.

**Article V, Section 26 - WORK OUTSIDE LOCAL UNION JURISDICTION** - On all work outside the jurisdiction of the Union, the Employer shall furnish transportation or provide the IRS mileage rate to each employee furnishing a personal vehicle, and all other

necessary expenses. Mileage shall be computed from the Contra Costa County line nearest the job site.

**Article V, Section 27**

(a) The Employer shall furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Local Union.

(b) Whenever a workman is ordered by his Employer to report to another job or to the shop during the workday, then the Employer shall pay the workman vehicle mileage at the IRS rate per mile --point to point -- when the workman furnishes his own vehicle, at a minimum rate of \$5.00 and only once each day.

(c) No workman shall use his automobile in any manner detrimental to the best interest of other workman, nor shall any workman use his automobile to transport the Employer's tools or material.

**Article V, Section 28** - Transportation by any electrical employee of materials or tools of the Employer shall be considered as time worked, and paid for accordingly. Transportation furnished by the Employer shall be adequate, and covered during inclement weather. No electrical employee shall operate the Employer's vehicle with tools or materials on it before or after regular working hours without compensation; except electrical employees keeping an Employer's vehicle at his residence may operate same early enough to allow time to reach the job or shop by the regular starting time and sixty (60) minutes after regular working hours. The Employer will notify the Union of the operator in writing. The Employer will not have tools or materials delivered to the employee's home. The employee shall not drive the Employer's vehicle from home to shop and then to a job or from home to job and then to a shop before or after regular working hours.

**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 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 of the Industrial Accident Commission, and the rules of the Union. The employer shall provide all Personal Protective Equipment required by 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 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.

**Article V, Section 30** - The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed, or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

**Article V, Section 31** - It is agreed that in the best interests of continued employment and progress in the electrical industry, each electrical employee should attend a minimum of twenty (20) hours annually in code, theory and other training classes conducted by or for the Joint Apprenticeship and Training Committee.

**Article V, Section 32** - No electrical employee shall be allowed to cut temporary lines in ahead of any meter, except by written permission of the Employer or the power company involved.

**Article V, Section 33** - An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local

Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to the Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or recession by the Council on Industrial Relations.

**Article V, Section 34** - Electrical employees shall install all electrical work in a safe and workmanlike manner, and in accordance with applicable code and contract specifications.

The Employer shall immediately notify the Union of improper workmanship. The Union's representative will be allowed after said notification, up to eight working hours to investigate the workmanship in question, before the Employer may proceed with correction.

Journeyman and Foreman shall be required to make corrections for improper workmanship of his own responsibility on his own time and during regular working hours unless such improper workmanship was done by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility of the enforcement of this provision.

Should the employee and the Employer or the Employer's representative fail to agree as to the party or parties responsible, the improper workmanship shall nevertheless be corrected pending investigation by the Joint Conference Committee.

It is recognized by both parties that emergency situations may arise which will require exception to the procedure outlined above, but all such exceptions are subject to rigid review by the Joint Conference Committee.

In those instances where circumstances require correction of a Journeyman's improper workmanship by someone else, either because of said Journeyman's inability to correct the work himself or because of his having left the Employer's employ before said improper workmanship becomes known, the facts shall be reviewed by the Joint Conference Committee to determine proper corrective action.

**Article V, Section 35** - Any Employer employing men under this Agreement shall have his firm name prominently displayed on both sides of all vehicles normally used in the delivery of men, tools, equipment and materials using letters a minimum of two inches in height.

**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.

**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.



**INSIDE WIREMAN AGREEMENT  
JULY 2, 2012**

## NOTES

# NOTES



