

INSIDE WIREMAN'S AGREEMENT 2021-2026

Agreement by and between the Sacramento Electrical Contractors Association Inc. and Local Union No. 340, 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 SECA shall mean the Sacramento Electrical Contractors Association, Inc. and the term "Union" shall mean Local Union No. 340, IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

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 - GRIEVANCES - DISPUTES

I.1

This Agreement shall take effect June 1, 2021 and shall remain in effect until May 31, 2026 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.

I.2

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 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

I.2 (A)

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.

I.2 (B)

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.

I.2 (C)

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 decision shall be final and binding.

I.2 (D)

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.

I.2 (E)

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

I.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 I.B.E.W. for approval, the same as this Agreement.

I.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.

I.5

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 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.

I.6

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

I.7

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.

I.8

Should the Labor-Management Committee fail to agree 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.

I.9

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

I.10

Any complaint or grievance not called to the attention of either party by the aggrieved, in writing, within ten (10) workdays from the date of the alleged complaint, dispute or grievance shall be considered waived, null and void.

I.11

The Union and the Employer intend that the Grievances-Disputes provision in this Agreement shall be the exclusive method of resolving all disputes between the Employer and the Union and the employees covered by this Agreement. Such disputes shall include any statutory claims relating to the payment of wages for the time worked, training time, rest and meals periods, or overtime pay, including any alleged violations of the Federal Fair Labor Standards Act, the California Labor Code, Wage Order 16 of the Industrial Welfare Commission of the State of California, California Business & Professions Code section 17200 et seq., Federal and State prevailing wage laws, and all other wage and hour related matters (hereinafter referred to collectively as "wage and hour claims or disputes"). The parties agree that any employee's or employees' wage and hour claims or disputes shall be resolved through the grievance and arbitration process provided for in this Agreement. All wage and hour claims or disputes shall be filed within one (1) year of the alleged violation on which the alleged hour claim or dispute is based.

I.11 (A)

Only the Union has the right to assert collective or class action grievance or claims on behalf of more than one employee. All such grievance shall be initiated and processed in accordance with the above grievance and arbitration provisions in this Agreement. The employees (by and through the Union) shall be provided all substantive rights and remedies available under applicable law. Where the Union chooses not to prosecute a grievance for wage and hour claims or disputes, an employee may initiate a grievance for wage and hour claims or disputes under this Agreement, and the employee shall be provided all substantive remedies that he/she would otherwise be entitled under applicable law. Notwithstanding the preceding sentence, an individual employee cannot pursue class and/or collective wage and hour claims or disputes or grievance on behalf of more than the individual employee. It is the goal of the parties to swiftly and fairly address and resolve all employee concerns. The employer and the Union agree to work swiftly and cooperatively to resolve and remediate, if necessary, any disputes that arise. This section applies only to statutory claims that authorize the use of a class or collective action procedure.

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

II.1

Certain qualification, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, "Employer" as used herein is defined to mean a person, firm or corporation having these qualifications: maintaining a permanent place of business and a suitable financial status to meet payroll requirements and having one bargaining unit employee in his/her employ. The Employers' place of business shall have a permanent sign bearing the firm name, which must be legible from the street, a business telephone, and be open to the public during normal business hours.

II.1 (A)

Employer member of any firm is hereby defined as owner, partner, employee, stockholder, officer or person qualifying as Responsible Managing Officer or Responsible Managing Employee under the State Contractor's License Law of California. Avoidance of the intent of this provision shall not be permitted by the pretense of ownership of the business by an immediate member of the family.

II.2

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/her 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.

II.3

For all Employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance, with a company authorized to do business in this State, comply with the Federal Insurance Contributions Act and the California Unemployment Insurance Act and all other protective insurance as may be required by the laws of this State or the Federal Government and upon request, shall furnish satisfactory proof of such compliance to the Union.

II.4

Any Employer doing business in the jurisdiction of Local Union 340, I.B.E.W., must supply to the Local Union a bond in the amount of \$10,000 to indemnify any Employee or union for non-payment of any wages and/or fringe benefits by the Employer. Any Employer whose bond is defaulted, may at the discretion of the Union, be required to increase the bond by the amount of five thousand dollars (\$5,000) each occurrence.

II.5

Employers engaged in joint-venture jobs shall be considered as a new and separate individual Employer, with all rights herein as apply to an individual participating Employer. There shall be no transfer of Employees between a joint-venture and any or all of the Employers comprising the joint-venture.

II.6

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.

II.7 SCOPE OF WORK

If the Employer performs any of the following work with its own Employees, it shall be performed under the terms and conditions of this Agreement. Installation or erection work, and all electrical maintenance, including the final running test on electrical equipment shall be the work of the Inside Wireman. This shall include the installation and maintenance of temporary electrical lighting, heating and power equipment, battery storage, electrical safe-off and electrical make-safe. Such work includes but is not limited to the following:

Fixtures: includes the installation and/or the connecting of all fixtures, control devices, appliances, motors, motor generators and energy producing devices.

Raceways: raceways or conduit systems shall include all such systems (other than structural) which are designed to carry or contain electrical conductors (power, communications and signal) to be installed or for conductors to be installed in the future.

Supports: includes all such work (other than structural) as welding, burning, brazing, bending, core drilling and shaping of all copper, channel iron, angle iron, eye beams, and brackets, trays and embedded supports, that form a necessary part of the installation and erection of the electrical system.

Solar and energy producing devices such as, but not limited to electronic: photovoltaic or fuel cells, equipment, electronic devices and light emitting or controlling devices. It is further understood that should any technical development or improvement replace any of the above or related methods or systems, that the substitute system or control system shall be treated the same as the system it replaces, with respect to the installation, maintenance and testing, i.e. floor tape wiring, optic fiber dimmers, energy management systems, micro-volt controls and plastic flex. Any dispute arising from this paragraph shall be processed per Article I.4.

The Employer recognizes the Union as the sole and exclusive representative of all its Employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

II.7 (A)

The Employer agrees that if a majority of its Employees authorizes the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the exclusive Collective Bargaining Agent for all the Employees performing electrical work within the jurisdiction of the Local Union on all present and future jobsites.

II.7 (B)

The Employer understands that the Local Union's jurisdiction (both trade and territorial) is not a subject for negotiations but rather is determined solely within the I.B.E.W. by the International President and, therefore, agrees to recognize and be bound by such determinations.

II.8

In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any

on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity including a joint venture, wherein the Employer, through its officers, directors, partners, or stockholders, exercises either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations 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.

II.8 (A)

As a remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry, and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

II.8 (B)

If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

II.8 (C)

One (1) designated member of a firm, designated in writing (Employer) shall be permitted to work with the tools during regular work hours on work covered by this Agreement when not more than seven Employees are in his/her employ, and one Employee under this Agreement is a fulltime Journeyman Wireman.

II.8 (D)

Nothing contained in this section shall be construed to prevent any Employer from making a temporary repair or an adjustment where an emergency exists involving hazard to life or property.

II.9 PORTABILITY

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 this 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 rescission of the Council on Industrial Relations.

II.10

Employers shall not loan their Employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skills are not available through the referral procedure.

II.11

No Applicant or Employee while he/she remains subject to employment by Employers operating under this Agreement shall be recognized as an Employer for the performance of any electrical work.

II.12

Journeyman Wiremen shall install all electrical work in a safe and workman-like manner and in accordance with applicable code and contract specifications. When necessary to use temporary light and/or power on any foundation or building work, such temporary work shall be installed in a safe manner under the terms of this Agreement.

II.13

The Union reserves the right to discipline its members for violation of its laws, rules and Agreements.

II.14

The Union has the right to appoint Stewards at any shop and/or job where workers are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Stewards. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his/her shop or on his/her job. No Steward shall be discriminated against by any Employer because of his/her faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union.

Two (2) days' notice confirmed in writing shall be given the Union before a Steward is discharged, except for the following reasons:

- (a) for cause (Business Office must be advised immediately);
- (b) because the job is completed;
- (c) because the job is shut down.

The Steward shall immediately report to the Business Manager any violations of this Agreement that cannot be settled on the job.

II.15

The Representative of the Union shall be allowed access to any shop or job, at any reasonable time, where Workers are employed under the terms of this Agreement.

II.16

It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any Employee, for an Employee to refuse to cross a lawfully established primary picket line, whether at the premises of another Employer or the Employee's own Employer.

II.16 (A)

Any Employee exercising such right shall carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner. Each Employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for by the Employer.

II.17

There shall be no limit on production of Workers or restriction on the safe use of proper tools or equipment, and there shall not be any task or piecework.

II.18

Journeyman shall furnish and have in their possession when reporting to work, the following hand tools for the performance of their work:

- | | | |
|-----------------------------------|-----------------------------|-----------------|
| Lockable Tool Box or Bag. | Wire Strippers. | Sta-Kon Pliers. |
| Tool Box or Bag Lock. | 12' Tape Measure. | Tin Snips. |
| Continuity Tester (Polarity). | Diagonal Pliers. | |
| Nut drivers | 2 Crescent Wrenches. | Center Punch. |
| Variable Allen Wrenches to 3/8". | Long-nose Pliers. | Torpedo Level. |
| Channel-Lock Pliers. | Combination Square. | Keyhole Saw. |
| Assorted Screwdrivers (6 ea.). | Chalk Line Reel. | Hacksaw Frame. |
| Chain Tong or Strap Wrench 14". | Lineman's Pliers. | Hammer. |
| Variable Voltage Tester CAT III. | Tap Wrench 1/4". | Flashlight. |
| Bending Protractor or Level | Knife or retractable blade. | |
| Tool/material pouch or equivalent | | |

Other non-motorized miscellaneous tools of Employee's choice, not to exceed \$100.00

The Employer shall provide a safe locker place on all jobsites for tools and equipment. Where substantial evidence of loss by fire or burglary, outside of regular working hours, of tools from the place provided by the Employer is established, the Employer will replace tools, within 72 hours, or pay an amount not to exceed an amount of the list price of the tools the Employee had registered with the Employer. At the time of employment, all Employees shall supply the Employer with a list of tools in his/her possession.

II.19

The Employer shall furnish all other necessary tools or equipment. Employees will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, toolboxes, or other safe place of storage. Tools must be taken out and put away during working hours.

II.20

All Employees covered by the terms of this Agreement shall be required to become and remain members in good standing in 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.

II.21

On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

II.22

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 I.B.E.W., other than violations of paragraph 2 of this Section, will be sufficient cause for the cancellation of their 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.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the I.B.E.W. or one of its Local Unions as the Collective Bargaining Representative of their 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.

All charges or violations of Paragraph 2 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.

II.23

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.

II.24

The Business Manager of the Union, or a duly authorized Representative of the Local Union shall be allowed to examine Employer's time and payroll records, excluding management personnel at reasonable times during regular office hours.

II.25

Only Employees working under the terms of this Agreement and Employers subscribing to this Agreement may participate in the Health and Welfare, Training Program, Individual Savings and Local Pension Plan.

II.26

Employer's signatory to this Agreement shall have the name of their firms and city permanently displayed in easily visible letters on all vehicles used for carrying materials or Employees.

II.27

Employers shall not permit Employees working under the terms of this Agreement to use their own conveyances to carry any of the Employer's tools, equipment and/or materials.

II.28

Transportation furnished by the Employer shall be covered during inclement weather. No Employee shall use his/her personal car for transportation from shop to job, job to job, or job to shop without permission of the Local Union Business Manager or his/her Representatives. With this approval an Employee shall move his/her personal tools in his/her own conveyance one (1) time during his/her assigned shift. The Employee may move his/her personal tools from one assigned working area to another in his/her own transportation outside his/her regular assigned shift without compensation.

II.29

No Employee or Employer subject to this Agreement shall perform any electrical work outside the regular hours without first notifying the Business Manager of the Union. This shall not apply to emergency repair, maintenance or service calls.

II.30

No Employer or Employee employed under the terms of this Agreement shall give or accept directly or indirectly any rebate of wages.

II.31

No Employer shall directly or indirectly or by any subterfuge, sublet or contract with Employees covered by this Agreement, all or any part of the labor services, rental or leasing of Employees' vehicles or equipment required by any work of such Employer.

II.32

The Employer shall as far as it is practical, allot overtime equally among their Employees on the job, who are covered by this Agreement. When it is necessary to work overtime on any job covered by this Agreement, Employees from other jobs shall not be brought in to work overtime until all qualified Employees on the job have been offered the opportunity to work.

II.33

Nothing in this Agreement shall be construed as limiting the right of the Employer to move, transfer or assign Employees within their classification from their shop to any specific job or from any job to any other job upon which said Employer holds a contract for the performance of the electrical work (except as stated in Art. II.14).

II.34

If an Applicant for employment who has no adverse employment history with the Employer who may reject him/her, and is otherwise prepared to commence work within normal industry requirements, he/she shall receive a reporting expense allowance in the amount of two (2) hours straight time rate and any mileage, travel time or subsistence pay applicable to this job. If this expense cannot be paid at the time of rejection, it must be postmarked in the mail to the applicant at the Local Union office within twenty-four (24) hours unless mutually agreed that other arrangements have been made between the Employer and the Union. A copy of a letter on file with the Local Union that indicates this applicant is not eligible for rehire shall make this section null and void.

II.34 (A)

Applicants referred, or Employees transferred to, projects requiring substance abuse testing, will not receive show-up/reporting pay if they fail the substance abuse test.

II.35

No limit shall be placed on the amount of electrical work which an Employee shall perform during the workday, nor shall there be any restrictions against the use of machinery, tools or labor saving devices, provided, however, Employees employed under the terms of this Agreement shall operate such machinery, tools and equipment, when the work performed is within the jurisdiction of the Local Union.

II.36

No Employee working under the terms of this Agreement shall donate his/her time, labor or work free of charge, for any person or persons, firm or corporation, on electrical work covered by this Agreement, without written permission from the Business Manager, and notification to his/her Employer.

II.37

No Employee shall drive Employer's vehicle before or after the regular working hours without compensation; excepting Employees keeping Employer's vehicles at their residence, may drive same one (1) hour before and one (1) hour after the regular working hours. Said vehicles and drivers to be registered in writing and confirmed by the Business Manager.

II.38

The Employer shall have the right to determine the competency and qualifications of Employees.

II.39

The Employer shall have the right to call Foreman by name provided:

- (a) The Employee has not quit his/her previous Employer within the past two weeks.
- (b) 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.
- (c) When Employee is called as a Foreman he/she must remain as a Foreman for 1,000 hours or must receive a "reduction in force".

II.40

The Association and/or Employer agrees it shall not constitute a violation of this Agreement for the Union to remove the Employees employed by an Employer who is delinquent in any wage or fringe payment due under the terms of this Agreement, provided the Employer received seventy-two (72) hours notice in writing and provided the Employer fails to show positive proof delinquent payments have been made. Before any action can be taken under this section, delinquencies shall be determined by the Health and Welfare Trustees and their decisions will be forwarded to the Business Office of the Union.

II.41

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 nations clause in this Agreement.

ARTICLE III

HOURS - WAGES - WORKING CONDITIONS

III.1 HOURS OF WORK

Eight hours work between the hours of 8:00 AM and 4:30 PM, with thirty minutes for lunch period between 12:00 and 12:30 shall constitute the workday, unless otherwise mutually agreed to by the Employer and the Union. Five such days, Monday through Friday, shall constitute the workweek.

III.2
All work performed outside of the stated hours and on Saturdays shall be paid at time and one-half of the regular straight-time rate. Sundays and the following holidays shall be paid at the double time rate. The component of wages for overtime (50% for time and a half, 100% for double time) shall be computed at the Class "A" rate. Any Employee called to work under this provision shall receive a minimum of two hours pay at the applicable overtime rate.

- | | |
|-----------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr.'s Birthday | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Fourth of July | |

Any of the above-designated holidays occurring on Sunday shall be observed as a holiday on the following Monday. Any of the above designated holidays occurring on a Saturday, the preceding Friday shall be observed as a holiday.

No work shall be performed on Labor Day, except in case of emergency.

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 compensation for sick leave, personal time off, vacation and/or holidays for employees within its jurisdiction, both parties to this Agreement hereby agree to waive the requirements of any such statute, ordinance, rule or regulation. Any employer who is signatory to this Agreement shall not be required to comply with said statute, ordinance, rule or regulation. Any employer who is signatory to this Agreement shall not be required to comply with said statute, 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 IBEW Local 340 for violation of said statute, ordinance, rule or regulation.

III.3
Wages shall be paid weekly, by electronic payment (direct deposit) by mail, or, by payroll check on a local bank, no later than quitting time on Friday and not more than five (5) Business days, wages may be withheld at any time. Any employee laid off or discharged shall be paid his/her wages by payroll check on a local bank, immediately. In the event he/she is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made. The Employer will either pay the Employee at the jobsite during regular working hours or allow him/her sufficient time during regular working hours to report to the shop to receive his/her pay.

III.3 (A)
Employees laid off or discharged shall be given sufficient time to pick up their tools, and in no event shall they receive less than thirty (30) minutes notice, for which they shall be paid.

III.3 (B)
Double time shall be charged for time waiting for pay, except in cases where the Employer or their representative is detained due to circumstances beyond their control, or an error in the amount of pay is due to clerical error, provided Employees have turned in approved time reports as required, to their Employers.

For the purposes of this Section, waiting time pay shall be limited to the following hours:

1. 4:30 PM to 8:00 PM on the day such pay is due
2. 8:00 AM to 4:30 PM for each succeeding regular workday, excluding Saturdays, Sundays and Holidays.

Tender of such waiting time pay either to the Union Business Office or to the Employee shall terminate any further waiting time.

III.3 (C)

The Employer shall, at the time of payment of wages, furnish each of their Employees either electronically or by hard copy with a detachable part of the check, draft or voucher paying the Employee's wages or separately, an itemized statement of wages in writing and bearing the Employer's company name and mailing address and showing all additions to or deductions from such wages. Checks shall be printed and bear the Employer's firm name.

At the employer's choice, wages may be electronically transmitted to the Financial Institution selected by the employee, be picked up at the shop before 5:00 PM or be mailed to employee if so requested.

Any Employee being paid by a check that is non-negotiable due to insufficient funds shall be entitled to compensation as provided for nonpayment of wages, as set forth in this Agreement.

Any Employer issuing such non-negotiable checks shall thereafter pay all Employees in cash or certified check.

When a job is shut down, or partially shut down on a regular payday, the Employer shall have the wages of the Employees, who are not working, available for them not later than 4:30 PM at a place mutually agreed upon by the Union and the Employer. Show-up time for the sole purpose of receiving wages shall not be paid.

(1) if an Employee quits his/her employment, his/her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the Employee has given seventy-two (72) hours previous notice of his/her intention to quit, in which case the Employee is entitled to his/her wages at the time of quitting.

(2) payroll checks may be mailed to an address designated by the Employee provided checks are mailed "Certified Special Delivery" in sufficient time to reach said address on Friday of each pay period.

III.3 (D)

Employers shall provide approved payroll removal notices. Copies (one each) to Employee, Local Union office and Employer.

III.4 The minimum hourly rate of wages shall be as follows:

Journeyman Wireman 100%
Journeyman Tech 100%
Journeyman Wireman Splicing Cable 110%
Journeyman Wireman Welder 110%
Journeyman Wireman Foreman (w/6 or less) 110%
Journeyman Wireman Foreman (w/7 or more) 115%
General Foreman w/4 or less foremen 125%
General Foreman w/5 or more foremen 130%

Apprentice Wireman – Six (6) Periods

1st Period 35% of Journeyman Wireman Rate
2nd Period 40% of Journeyman Wireman Rate
3rd Period 45% of Journeyman Wireman Rate
4th Period 60% of Journeyman Wireman Rate
5th Period 70% of Journeyman Wireman Rate
6th Period 80% of Journeyman Wireman Rate

The minimum hourly rate of wages and fringe benefit rates have been bargained by Labor and Management and said rates shall continue in force during the term of this Agreement.

Each Employee shall notify the Local Union and the Trust Fund during the month of November of each year of his/her desire to change the pension and/or health and welfare classifications. This notification shall be made on an approved form and in accordance with rules and regulations adopted by the Union and approved by the Employer Association. Upon notification by the Union to the Employer, the Employer shall pay wages and fringe benefit contributions in accordance with the foregoing schedule until and unless notified of a classification change by the Union. The Employer shall not change an Employee's classification except by proper notification from the Local Union, once annually, effective January 1st of each year.

Additional Health and Welfare, Pension, Savings and Training Fund contributions to be allocated as the Union decides, and the Trustees shall institute any plan requested by the participants that is legal as defined by the ERISA Regulations. However, any changes will be made at specified dates.

III.5 TRAVEL TIME, EXPENSES AND SUBSISTENCE.

On all jobs within the jurisdiction of Local Union 340, I.B.E.W., the dispatch point for Employees regarding travel time, expenses and subsistence shall be the City Hall in Sacramento. Employees may be ordered to report to one (1) jobsite daily within a forty (40) air mile zone from the City Hall in Sacramento.

III.5 (A)

The Employer shall be permitted the following options of paying travel expenses or travel time for reporting to work:

1. The Employer will furnish transportation and pay travel time from shop to job, job to job and job to shop within the area covered by this Agreement, or
2. On jobs located beyond the free zone surrounding Sacramento City Hall, Employees may be ordered to report directly to one (1) jobsite daily in the Employees own transportation and put in eight (8) hours on the job and shall receive, in addition to the Employees regular wages, the following amounts daily as travel expense:

SACRAMENTO CITY HALL

- a. on job sites outside a radius of forty (40) air miles, but not more than forty-five (45) air miles of City Hall - \$9.00
- b. on jobsites outside a radius of forty-five (45) air miles of such City Hall but not more than fifty (50) air miles of City Hall - \$10.00
- c. on jobsites outside a radius of fifty (50) air miles of City Hall but not more than fifty-five (55) air miles of City Hall - \$11.00

- d. on jobsites outside a radius of fifty-five (55) air miles of City Hall but not more than sixty (60) air miles of City Hall - \$12.00

- e. on jobsites outside a radius of sixty (60) air miles of City Hall but not more than sixty-five (65) air miles of City Hall - \$13.00

III.5 (B)

On all jobs beyond the travel zones from Sacramento City Hall the Employer shall:

1. pay the Employee fifty cents (\$0.50) per mile plus travel time to and from the job (once) while assigned to the job, and said Employee shall arrive at the jobsite in his/her own transportation, or
2. the Employer shall furnish transportation and pay travel time to and from job (once).
 - (a) such Employer shall in either case furnish meals and lodging expense with sixty dollars (\$60) being considered as minimum expenses for each day worked, except that thirty dollars (\$30) shall be paid per day in lieu of the above on the first and last day worked.

III.5 (C)

Where adequate board and lodging is furnished on the job and the Employee does not desire to accept such camp facilities, Employees shall be reimbursed at the established subsistence rate as long as he/she remains on the job or is assigned thereto, including non-working days.

III.5 (D)

It is expressly provided that whenever the actual road miles from Sacramento City Hall to the jobsite exceed the air miles by twenty-five percent (25%) that the air mile zones set forth above shall be based on seventy-five percent (75%) of such road miles for the purpose of determining the expense for Employees reporting to the jobsite. Road miles to be based on the nearest practical route. Nearest practical route to be determined by a pre-job conference with the Business Manager.

III.5 (E)

Travel time outside the regular workday, or workweek, shall be paid at the rate of time and one-half (1 1/2).

III.6 ONE THOUSAND HOUR CLAUSE

Any Employer may require that Employees report to their shop or to one jobsite daily, without travel expense, provided: 1.) The aggregate of electrical work, including all contracts let, extra work, alterations or remodeling (regardless of the number of electrical contractors having work on such project or jobsite) shall be 1,000 man-hours or less of electrical work.

III.7 NORTHERN UNIT TRAVEL PAY

For all projects located in the seven northern counties, employer may elect to have his employee dispatched from the City Hall in Chico or Redding; however, he shall have all new applicants for referral dispatched from such City Hall nearest the job.

The Employer shall be permitted the following options of paying travel expenses or travel time for reporting to work.

III.7 (A)

The Employer will furnish transportation and pay travel time from shop to job, job to job and job to shop within the area covered by this Agreement, or

III.7 (B)

On jobs located beyond the free zone surrounding Redding or Chico City Hall, employees may be ordered to report directly to one (1) jobsite daily and put in eight (8) hours on the job and shall receive, in addition to the Employees regular wages compensation as defined in Article III.7 (C) below.

III.7 (C) TRAVEL ZONES, (measured from nearest of Chico or Redding city hall to job).

20-30 road miles = \$ 7.50
30-40 road miles = \$10.00
40-55 road miles = \$20.00

*Road miles to be based on the nearest practical route via a paved road. The nearest practical route to be determined by a pre-job conference with the parties involved.

III.7 (D) SUBSISTANCE

Defined to be that distance of fifty-five (55) road miles or greater. An Employee, while assigned to the job, shall arrive at the jobsite in his/her own transportation. Employer shall furnish meals and lodging expenses for each day or portion of each day worked.

III.7 (E)

When payment of wages is required for travel time outside the regular workday or workweek, driver shall be paid at the rate of time and one-half (1 1/2) times the appropriate scale and any passengers shall be paid at the appropriate scale.

III.7 (F) ONE THOUSAND HOUR CLAUSE

Any Employer may require that Employees report to their shop or to one Jobsite daily, without travel expenses, provided the aggregate of electrical work, including all contracts let, extra work, alterations or remodeling (regardless of the number of electrical contractors having work on such project or Jobsite) shall be 1,000 man-hours or less of electrical work.

III.7 (G) HERLONG

The basic hourly wage rate for Journeymen performing work within the Herlong Army Depot shall be 125% of the basic hourly wage rate. The additional calculated rate, above the basic hourly rate, reflects consideration for travel and subsistence and shall be directly applied to all classifications under the scope of this agreement performing work under this provision. The compensation defined in

the section shall ensure all classifications will receive a minimum of \$10/hour in addition to their base wage, calculated at an eight-hour day.

EXAMPLE FORMULA: As per above article, a Journeyman Wireman rate of \$40/hour x 125% would receive \$50/per hour.

EXAMPLE ONLY: JIW rate is \$40/hour x 125% = \$50/hour, 35% apprentice rate is \$14/hour + \$10/hour = \$24/hour.

III.8
All I.B.E.W members who desire to have their working dues deducted from the Savings Plan, must sign an authorization and procedure established by the Union with the Employees and the depository described in Article VI.5 (A) must conform with Section 302 (c) (4) of the Labor-Management Relations Act and be at no cost the Employer.

III.9 SUPERVISION
A Foreman and/or General Foreman, as established below, is a Journeyman who is designated by the Employer to lay out work and supervise a job and accepts the responsibility of acting in this capacity under the terms of the Agreement. It is the intent of the industry to train all Foremen and General Foremen that will require approximately 41 hours of training on electrical safety, CPR, first aid, diversity, Comet, steward, as well as SECA supervisory training to reach the certified classification of Foreman. It is further intended all Foremen and General Foremen working for an Employer shall be properly trained. There will be an allowance for newly appointed foremen to start their training at the next available class and to receive full certified Foreman training within one year from the date the Foreman has been appointed.

- (A) On jobs requiring four Journeymen the Employer shall designate one (1) of the Journeymen to be a Foreman who may supervise up to twelve (12) Employees.
- (B) On jobs requiring fourteen (14) Journeymen and Apprentices, the Employer shall appoint a General Foreman who may supervise Foremen only.

(C) LIMITS AND RESPONSIBILITIES

- (1) Foremen may work with the tools
- (2) General Foremen shall not work with the tools
- (3) all grades of Foremen may haul Employees, material and tools and load or unload said material and tools
- (4) as provided above, Employees shall accept orders only from the next higher grade of supervision, and supervision shall not issue orders to any except the next lower grade of Employees, except where an immediate decision is necessary.

III.10
An Employee laid off by the Employer shall be paid all of his/her wages immediately as follows: (Also refer to Article III.3 A above).

- (a) Any Employee reporting to work at his/her regular assigned starting time and laid off anytime in the first two (2) hours of work, shall be paid two (2) hours time.

(b) Any Employee reporting to work at his/her regular assigned starting time and laid off after two (2) hours but no more than four (4) hours shall be paid four (4) hours time.

(c) Any Employee reporting to work at his/her regular assigned starting time and laid off after four (4) hours but no more than eight (8) hours time.

Any Employee reporting for work and being laid off, without having been notified the day previous to such lay off, shall receive not less than four (4) hours' wages in order to gather his/her tools and personal belongings and shall be paid off in full immediately. Employees completing a job shall notify his/her Employer prior to 3:30 PM.

When Employees are directed to report to a job and do not start work due to weather conditions, lack of materials, or any other cause beyond their control, they shall receive two (2) hours' pay unless notified one (1) hour prior to the regular assigned starting time. Employees shall remain available for work during this two-hour period.

Employees are not to report to work when weather conditions have made it impractical to work. Employees reporting to work when these conditions exist will not be paid show-up time.

Show-up time as described in this Article shall be two (2) hours pay at the applicable rate. If sent home after starting work, Employees shall receive the same compensation as defined in Section (a), (b) and (c) of Article III.9.

III.11 SHIFT WORK

When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be 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.

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.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) 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.

III.12 HAZARD PAY

All Employees working on swing scaffolds, ladders, boatswain's chair, apparatus, devices and other structures that are not protected by a guardrail system that meets OSHA Standards as specified in subpart M of CFR 1926 and are within five (5) feet of a direct fall of between sixty (60) and ninety (90) feet shall be paid one & one half (1 ½) the straight time hourly pay for all such work performed and two (2) times the straight time of pay for heights above ninety (90) feet.

III.13

When Welding (stick, wire or inert gas) Employees who are certifiable or have been previously certified shall receive 110% wireman's rate, two-hour minimum. Employer to provide all safety equipment with the exception of corrective lenses.

III.14 HELICOPTER WORK

(a) Any Employee required to ride a helicopter shall be paid an additional one and one-half (1 ½) hours at double the regular straight time rate of pay for that day. Any Employee required to hook or unhook loads from a helicopter shall receive a premium of twelve and one-half (12 ½) percent of the regular straight time rate of pay with a minimum of two (2) hours. Any Employee required to work from a helicopter shall receive a premium of twenty-five (25) percent of the regular straight time rate of pay with a minimum of two (2) hours.

(b) The only Employees that shall receive premium pay for the above-described work shall be those assigned for that day.

(c) Any job requiring a helicopter shall be subject to a job conference between the Business Manager of Local Union 340 and the Employer.

III.15 PARKING

The Employer, if unable to provide parking on the jobsite at no cost to Employees covered by this Agreement, shall provide one parking space per four Employees starting with the first, then the 5th, 9th, etc.

III.15 (A)

On projects exceeding five million dollars (\$5,000,000) electrical, where specific areas are designated as assigned parking areas, and where such areas are more than one quarter (1/4) mile from the work area, the Employer shall provide transportation from the assigned parking area no earlier than ten (10) minutes prior to starting time and Employees shall be returned to the parking area ten (10) minutes prior to quitting time. Such transportation shall be covered during inclement weather.

III.16

If the Prevailing Wage, i.e. wages, terms and conditions pursuant to applicable law, governing the counties covered by the jurisdiction of Local 340 are reduced by new determination; the parties agree to immediately meet and discuss alternate efforts to compete in the market.

ARTICLE IV

REFERRAL PROCEDURE

IV.1
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.

IV.2
The Union shall be the sole and exclusive source of referral of applicants for employment.

IV.3
The Employer shall have the right to reject any applicant for employment.

IV.4
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.

IV.5
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/she 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 qualified 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 I 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 I.B.E.W. 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.

IV.6

If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 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".

IV.7

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.

IV.8

"Normal Construction Labor Market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: in the following counties of California: Alpine*, Amador, Butte, Colusa, El Dorado*, Glenn, Lassen, Nevada*, Placer*, Plumas, Sacramento, Shasta, Sierra*, Sutter, Tehama, Trinity, Yolo and Yuba.

*These portions West of the Main Sierra Mountains Watershed.

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.

IV.9

"Resident" means a person who has maintained his/her 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/her permanent home.

IV.10

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.

IV.11

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.

IV.12

An applicant who is hired and who receives, through no fault of his/her own, work of forty hours or less, shall upon re-registration, be restored to his/her appropriate place within his/her Group.

IV.13

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

IV.13 (A)

When the Employer states bona fide requirement for special skills and abilities in their request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

IV.13 (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.

IV.14

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/her appropriate place within his/her GROUP and shall be referred to other employment in accordance with the position of his/her GROUP and his/her place within his/her GROUP.

IV.14 (A)

An applicant who is discharged for cause two (2) 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 (3) 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.

IV.15

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

IV.16

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 IV.4 through IV.14 of this Agreement. 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.

IV.17

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.

IV.18

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.

IV.19

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

ARTICLE V

APPRENTICESHIP AND TRAINING

V.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 NJATC before being submitted to the appropriate registration agency.

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

V.2

All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3-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.

V.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.

V.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 subcommittee 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 subcommittee member may or may not be a member of the JATC.

V.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.

V.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.

V.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 sometime 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.

V.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 Section 5.12.

V.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.

V.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 jobsite ratios except on wage-and-hour (prevailing wage) jobsites.

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) jobsites.

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.

V.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.

V.12

Each jobsite shall be allowed a ratio of one (1) apprentices to one (1) Journeyman Wiremen (man).

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

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

V.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 jobsite and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a jobsite and apprentices shall not supervise the work of others.

V.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.

V.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.

V.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 per hour for each hour worked as per Attached Appendix A. 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 VI

FRINGES AND SAVINGS

VI.1 N.E.B.F.

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 three percent (3%) of the gross monthly labor payroll paid to, or accrued by, the Employees in this bargaining unit, and a completed payroll report prescribed 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 assignee. 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 their 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 their Labor Agreement.

VI.1 (A) NEFP (401K)

It is agreed that the individual Employer, in accord with the National Electrical 401(k) Plan Agreement and Trust ("Agreement and Trust") as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers, as amended, will participate in the National Electrical 401(k) Plan ("NEFP").

The individual Employer recognizes that applicable rules require contributions to be transmitted to a 401(k) plan as soon as they can reasonably be segregated from the general assets of the employer. The Trustees of the NEFP strongly encourage all contributing employers to regularly remit the NEFP or its designee any and all bargaining unit employee electrical deferrals within seven (7) business days of the date when the Employer receives or withholds such employee elective deferrals. However, in recognition that some employers may be unable reasonably to segregate participant contributions from their general assets more frequently than the standard monthly processing cycle for participant contributions to pension plans, as noted in U.S. Department of Labor Field Assistance Bulletin 2003-2, all contributions must be remitted by the fifteenth (15th) of the month following the month in which the amounts would otherwise have been payable to the participant. In all events, contributions not remitted by this date shall constitute a debt due and owing to the NEFP. In making such contributions, the individual Employer shall utilize the NEFP's electronic remittance system. Further, in agreeing to participate in the NEFP, the individual Employer agrees to cooperate with the NEFP by submitting all reasonably requested documents and information necessary for the NEFP to perform all required testing of the NEFP under the tax laws.

The Chapter and/or the individual Employer, as the case may be, and the Local Union certify that no existing defined benefit plan was terminated or modified in any manner solely as a condition upon or as a result of the adoption of the NEFP. This provision does not interfere with the rights and obligations of such local plan(s)' trustees to make changes to the plan(s) pursuant to the needs of the plan(s), their fiduciary duty and the requirements of ERISA, the Pension Protection Act or other laws and regulations.

In as much as the NEFP is intended to offer bargaining unit employees the opportunity to defer current salary into a retirement savings plan and not to replace any existing employer-funded defined benefit plan, no employer contributions will be required or accepted on behalf of individuals for hours worked under the terms of this agreement.

The Individual Employer hereby accepts, and agrees to be bound by, the Agreement and Trust.

An individual Employer who fails to remit employee elective deferrals as provided above shall be subject, in addition to all remedies afforded by law or in the Agreement and Trust, to having its participating in the NEFP suspended or terminated at the discretion of the Trustees of the NEFP upon written notice to the individual Employer. An individual Employer who fails to remit as provided above shall be additionally subject to having this 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 provisions of the Agreement and Trust shall also constitute a breach of his labor agreement.

VI.2 PENSION

The Employer shall pay the sum per hour worked (as per attached Appendix A) by each Employee covered by this Agreement into the Sacramento Area Electrical Worker's Pension Trust Fund. The Trustees are authorized by this Agreement to enter into reciprocity of pension benefits with other pension trusts. Apprentice pension contribution shall be based on the percentage level of the apprentice. Local pension contributions are not required for apprentices under 60%.

A wage and benefit classification as described in the Appendixes hereto for all journeymen and qualified apprentices each participant shall be determined by the bargaining parties, by unit vote ratifying wages and benefit allocation, in advance of the execution of the Collective Bargaining Agreement and in no case shall either the Union, an employee or the Employer individually or collectively, automatically or by choice, re-establish such classification of wage or pension plan contribution during the term of this Collective Bargaining Agreement. All journeymen and qualified apprentices shall be paid at the applicable ratified wage rate. The ratified wage rate shall include only the rates approved by the majority of those casting votes. All journeymen and qualified apprentices not casting a ratification vote shall be paid the highest approved wage rate. The applicable ratified wage rate shall be the ratified wage rate coincidental with the ratification vote cast by the bargaining unit member, when possible. Otherwise, "applicable ratified wage rate" shall be the lower but next closest ratified wage rate. All ratified wage rates are the subject of good faith collective bargaining and majority vote.

Notwithstanding the foregoing, all employers who on June 1, 1999, were contributing money to the Shasta Butte Electrical Workers Pension Trust shall, of the amounts contributed for Pension, continue to contribute \$2.00 per hour to the Shasta Butte Electrical Workers Pension Trust for all employees who had elected reciprocity from the Sacramento Area Electrical Workers Pension Trust to the Shasta Butte Electrical Workers Pension Trust on or before August 1, 1999. Said contribution shall be credited to the Defined Benefit Plan of the Shasta Butte Electrical Workers Pension Trust. A list of contributing contractors and participant employees this provision applies to is available at the pension trust administrative office.

VI.3 HEALTH & WELFARE

The Employer and Local Union 340 of the I.B.E.W. realize and agree that Employees covered by this Agreement should have the benefits and protection of a jointly operated Health and Welfare Trust, and hereby agree to provide for such in the following manner:

VI.3 (A)

It is mutually agreed between the parties hereto, Employer will forward the sum (as per attached Appendix A) for each hour worked by each of the Employees employed on work covered by this Agreement to the Sacramento Area Electrical Workers Health and Welfare Trust. The Supplemental Plan, which is currently \$.50 (included in the above amount), shall be based on the percentage level

of the apprentice. I.e. 60% apprentice-pays \$0.30, etc. Employee voluntary contribution (\$1.00) to SMEA as stated on Appendix A Wage sheet.

VI.3 (B)

The Employer shall make such payment monthly on a form provided for that purpose, and will comply with all provisions of the Agreement and Declaration of Trust covering Employer's payments and application of Funds. Said contribution shall be paid by the Employer to be held in trust by the Trustees for the purpose of providing benefits for Employees and their dependents.

VI.3 ©

The records of the Trust Fund shall show a breakdown of total receipts from Employers for credit to the account set forth above, and all disbursement made therefrom.

VI.3 (D)

The jointly operated Fund shall be administered by the Trustees in accordance with terms of the Trust Agreement established by the Labor-Management Committee and approved by the applicable governmental agencies.

VI.4 VACATION

Annual time off for vacations for all Employees subject to this Agreement shall be scheduled in accordance with the following rules:

VI.4 (A)

It is the intention that vacations should, as far as possible, be taken by each Employee in accordance with recognized vacation practices. It is recognized that this may not always be practical, due to the necessities of particular jobs, sickness or other sufficient reasons, and it may be necessary in such cases to make vacation arrangements to fit the needs of each particular shop or job.

VI.4 (B)

Not more than twenty percent (20%) of the Employees in any shop or any job shall be granted their vacations for the same time unless agreed to by the Employer.

VI.5 SAVINGS

The Employer shall make a payroll deduction of twenty percent (20%)*(or twelve percent (12%) at the option of the Employee) after all taxes have been deducted from the gross labor payroll of each Employee for the purpose of an individual savings for each Employee. The amount of savings deduction shall be shown on payroll check stubs and included in the monthly transmittal made by Employers to report fringe benefit monies. Duplicate copies of Employer transmittal reports shall be available to Local Union 340, I.B.E.W.

*This change may only be done once a year, effective January 1st.

VI.5 (A)

The savings accounts shall be established by a depository selected by the Member, on the appropriate form, provided they are in compliance with VI.5 (B)

VI.5 (B)

The depository for such savings accounts shall certify that each member account will continue to be insured to the maximum amount provided by federal laws governing such depository.

VI.5 ©

Each Employee shall submit to the Health and Welfare Trust a written statement designating the depository in which he/she wishes his/her individual savings account established, and authorize the Health and Welfare Trust to make payments to that depository, as called for in this section. The depository designated by the Employee shall be either 1, 2 or 3 above. Said written authorization shall include a clause, which states:

‘The undersigned Employee, in consideration of being permitted to designate the depository in which he/she desires his/her individual savings account established, promises to hold the Union and Employer harmless from any and all claims, demands or liability whatsoever, including but not limited to attorney’s fees, arising out of the payment, holding, or distribution of these sums from the depository of the Employee’s choice or Trustees choice.’

If the Employee refuses to submit a signed, written authorization, containing the clause above, the Employer shall be required to make the payments to the Health and Welfare Trust as called for in this section.

VI.6

Employer reports and payments for Savings, Health and Welfare, Training Funds, Local Pension Fund and NEBF, shall be due and payable immediately following the last weekly payroll period in the month accrued and shall become delinquent if not paid by the fifteenth (15th) day of the following month.

VI.7

Individual Employers who fail to remit as provided in this section, shall be additionally subject to having this 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 made.

VI.8

Employer transmittals (contribution reports) and payments for Savings, Health and Welfare Trust, Public Relations Trust, Joint Apprenticeship and Training Trust, Local Pension Trust, Contract Administration and NEBF, shall be due and payable immediately following the last weekly payroll in the month accrued and shall become delinquent if not paid by the 15th day of the following month. Said delinquencies shall require the additional charge of liquidated damages as required by the Trust Agreements governing the individual trusts.

By signing this Collective Bargaining Agreement, the Employer agrees to be bound by all the provisions of the Sacramento Area Electrical Workers Health and Welfare Trust Fund, Pension Trust Fund, Joint Apprenticeship Training Trust Fund, Public Relations Trust, Contract Administration, as well as the provisions of the Trust Agreement regulating the National Employee Benefit Fund.

ARTICLE VII

CONTRACT ADMINISTRATION FUND

VII.1

The Local Contract Administration Fund shall be administered solely by the Sacramento Electrical Contractors Association, Inc. and shall be utilized to administer this Agreement between Local Union #340 and S.E.C.A. In addition, it may cover the cost of negotiations, public relations, advertising programs, contract specification improvement, and promotion of better service to the general public. However, it shall not be limited to these items. It shall be the duty of all Employers signatory to this Agreement to promptly pay, as set forth in this Collective Bargaining Agreement. The individual Employer will forward monthly to the Local Health & Welfare Office 1.60% of their gross monthly payroll, which they are obligated to pay to the Employees in this bargaining unit, and a completed payroll report prescribed by the Board of Trustees. Payment shall constitute a debt due and owing to S.E.C.A. on the last day of each calendar month. Failure to remit the amount due timely will be considered a breach of this Agreement on the part of the individual Employer. Enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the Employers and not the Local Union. Funds received under this Article shall not be used to the detriment of the Local Union or the I.B.E.W.

ARTICLE VIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

VIII.1 - 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.

VIII.2 – 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.

VIII.3 – Each employer shall contribute the sum (as per attached Appendix A) per hour worked by each 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 SACRAMENTO Electrical Contractor Association (SECA), or its designee, shall be the collection agent for this Fund.

VIII.4 – 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 IX

NLMCC

Labor Management Cooperation Committee Trust Fund – all Employers subject to the Agreement shall pay the sum (as per attached Appendix A) per hour for each hour worked by all Employees who perform work covered by the Collective Bargaining Agreement to the Labor Management Cooperation Committee Trust Fund. Hours worked shall be deemed to include straight time hours worked, actual overtime hours, report time and shift premium hours not worked. A remittance report form and the fringe benefit contributions shall be forwarded to reach the designated collector on or before the 15th day following the end of each calendar month. Each Employer hereby accepts and agrees to be bound by the terms and conditions of the Trust Agreement, which governs the Labor Management Cooperation Committee and any amendments thereto. The purpose of the Labor Management Cooperation Committee Trust Fund is to establish, fund and operate joint Labor Management activities sanctioned by the Labor Management Cooperation Act of 1978, 29 U.S.C. & 175(a) and 29 U.S.C. & 186 (c) (9) of the Labor Management Relations Act.

Any contractor contributing to the LMCC will be considered as having fulfilled their obligations to the NLMCC.

IX.1

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 organization 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, promote the general welfare of the community and the 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;
9. to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals, and
10. to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees.

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 Sacramento Electrical Contractors Association Chapter, SECA, 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 attorney's fees.

ARTICLE X SAFETY

X.1

There shall be a Joint Safety Committee consisting of three members representing the Employer and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State laws. These safe work rules, as recommended by the Committee, shall be submitted to the parties to this Agreement for possible inclusion in this Agreement. Any proposed changes or revisions in these safe work rules shall first be considered by this Committee for their concurrence and recommendations before being negotiated for possible inclusion in this Agreement.

X.2

It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by a majority of the current Committee members.

X.3

Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

X.4

Two Journeymen shall work together on all energized circuits of 440 Volts AC or 250 Volts DC, or respective higher voltages. Journeymen shall be used in assisting a Journeyman Wireman while splicing cable.

X.5

Cable Splicers shall not be required to work on wires or cables when the difference in potentials is over 200 Volts between any two conductors or between any conductor and ground, unless assisted by one Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 480 Volt Circuit.

X.6

Only qualified Employees shall be permitted to use powder-actuated tools.

The Employer shall furnish hard hats when such are required. The Employer shall also furnish proper individual protective gear, to include "Safety Glasses" with the exception of corrective lenses. The employee needing corrective lenses will be responsible for the "Safety Glasses" with corrective lenses. The Employer shall also furnish proper individual protective gear to Employees required to work in wet conditions and those engaged in burning and welding operations.

X.7

The safe work practices that are in effect on utility company property which are more stringent than those in this Agreement shall apply to work, which is performed on that property under the terms of this Agreement.

X.8

It is the Employer's exclusive responsibility to ensure the safety of its Employees and their compliance with these safety rules and standards.

ARTICLE XI SUBSTANCE ABUSE

XI.1

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 impairment should contain a strong rehabilitation component. The parties recognize that the implementation of a drug and alcohol policy and program must also 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 XII CODE OF EXCELLENCE

XII.1

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 designed by the IBEW and NECA.

ARTICLE XIII TUNNEL WORK

XIII.1

The wages shown on the Appendix shall be the minimum rate of wages for work performed in any uncompleted tunnel or shaft:

Apprentices shall work under the rules of the Joint Apprentice Committee.

XIII.2 SHIFT WORK

Shift work will be permissible on the following basis:

XIII.2 (A)

Where shift work is required outside the regular workday, such shift work shall be regularly scheduled five (5) or more days, and Employees shall be compensated at one and one-quarter (1 1/4) times the regular day shift hourly rate of pay.

XIII.2 (B)

When such regular night shifts are established, the Employer shall establish such shifts on the following basis. Said shift may start on any day and shall continue for five (5) consecutive regular workdays, with times to be established by mutual agreement.

XIII.2 (C)

When such regular night shifts are established, the shift hours may start and end at the tunnel heading, or change house. This will also include the regular work day shift when one or more night shifts are established.

XIII.2 (D)

Each shift will be scheduled for 8 hours with 7 1/2 hours pay, a half (1/2) hour lunch period within the 8 hour shift will be taken at a time convenient to the Employer. Eight (8) hours of benefits shall be paid when a full shift has been worked.

XIII.2 (E)

All scheduled shift work ending on the morning of the day following a regular work day shall be considered a regular shift, and shall be paid for as such.

XIII.2 (F)

Double the regular day shift hourly rate of pay shall be paid for any work in excess of the regular assigned shift, Saturdays, Sundays and Holidays included.

XIII.3 CONDITIONS OF WORK

XIII.3 (A)

Whenever there is electrical work to be done in or about a tunnel, shaft or adit, it shall be done by the electricians receiving the established rate of pay for a minimum of two hours.

XIII.3 (B)

Tunnel electricians shall take orders from assigned supervision and cooperate with shift supervision.

XIII.3 (C)

Work on stopes or shafts where ladder or steps are used shall not be considered as "high time".

XIII.3 (D)

Employees shall not be required to enter the heading after a blast until all the requirements of the State Safety Codes have been complied with.

XIII.3 (E)

Compensation for Travel within Tunnels when shifts are scheduled to start and stop at the heading:
Distance from Entrance to Place of Work:

Allowance for Travel Time

- | | |
|---------------------------|--|
| a. up to 5,000 feet | allowance equal to 1/4 hour at straight time rate doubled |
| b. 5,000 to 15,000 feet | an allowance equal to 1/2 hour at straight time rate doubled |
| c. 15,000 feet and beyond | an allowance equal to 1 hour at straight time rate doubled |

XIII.3 (F)

All travel time or allowances outside the regular working hours shall be computed using the regular day shift hourly rate of pay.

XIII.3 (G)

The Employer shall furnish all rubber and protective clothing without charge when required by working conditions. Employee shall be responsible for clothing and rubber goods issued to him/her, and shall return same to Employer at the time of termination.

XIII.3 (H)

Employees shall not be required to work more than five (5) hours without a meal.

XIII.4 All electrical work being performed under the terms of this article shall be governed by "Tunnel Safety Orders" and "Electrical Safety Orders" issued by Division of Industrial Safety; and when applicable, "General Order No. 95" issued by State Public Utilities Commission.

INSIDE WIREMAN'S AGREEMENT

June 1, 2021- May 31, 2026

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.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

Sacramento Electrical Contractors Association, Inc.

Local Union No. 340, IBEW

DocuSigned by:
Kevin Gini
A80524794A5F4FC...
Kevin Gini, President 6/4/2021 | 11:30:58 AM PDT

Mark Steelman
Mark Steelman, President

Fran McDermott
Fran McDermott, Executive Director

Robert D. Ward
Robert D. Ward, Business Manager

DATE: 6/1/21

DATE: 6/1/21

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

September 16, 2021

Lonnie R. Stephenson, Int'l President
This approval does not make the International a party to this agreement

ARTICLE XI – INSIDE WIREMAN'S AGREEMENT 06/01/21 - 05/31/26

SUBSTANCE ABUSE REQUIRED MINIMUM STANDARDS

1. Each employer shall have the right to request drug-free applicants for employment from the drug-free applicant pool for each specific designated job or the employer may choose to hire only drug-free applicants for all employees.
2. Each applicant and/or employee to be eligible for employment through the drug-free applicant pool shall, where lawful, submit to a substance abuse test, demonstrate compliance, and remain in compliance with the substance abuse policy. Where lawful, each applicant and/or employee shall be tested every 2 calendar years (not less frequently than every 2 calendar years.) Local area substance abuse policies are permitted to be voluntary and those applicants and/or employees choosing to be tested, and who are compliant, would be available for employment in the drug-free applicants pool.

3. Each applicant and/or employee to be eligible for employment through the drug-free applicant pool shall submit to random drug testing unless random drug testing is prohibited by applicable law. Random drug testing will be required for 50% (not less than 25%) of the group available for testing each calendar year. Every person in the drug-free applicant pool has an equal chance of being chosen for testing every time a random selection is drawn.
4. Drug, prohibited substance, and alcohol testing will be required for "Reasonable Cause" situations and those situations shall be clearly defined in the local policy and will include use, possession, transportation, concealing, buying, selling dispensing, or receiving prohibited substances. Supervisory personnel should be trained in the proper methods of observation to determine reasonable cause behavior.
5. All non-compliant tests and/or actions will require review by a Medical Review Officer (MRO). The MRO may require accelerated testing. All releases to return to work following a non-compliant test and/or action will require the MRO's release. A release from the MRO does not guarantee an employment opportunity with the former employer.
6. All substance abuse testing policies shall contain a rehabilitation component which will provide an applicant and/or employee, who has a non-compliant test and/or action result, the opportunity to become compliant with the local area substance abuse policy and to become eligible for employment through the drug-free referral applicant pool.
7. Drug testing will be conducted by an independent testing laboratory holding a current certification from Substance Abuse and Mental Health Services Administration (SAMHSA) National Institute on Drug Abuse (NIDA) or other appropriate agency.
8. Urine analysis should be the primary method of testing for prohibited drugs. Initial testing will be accomplished using immunoassay testing for screening and will require gas chromatography/mass spectrometry (GC/MS) for a confirmatory test. All alcohol testing will be accomplished using an evidential breath testing device (breathalyzer.)
9. Collection of urine specimens shall be conducted in accordance with the current procedures set forth in the HHS Urine Specimen Collection Handbook or other appropriate recognized guidelines. Split samples will be taken to allow for an additional test, which employees may request.
10. All test results will be reviewed by a Medical Review Officer (MRO). The MRO shall be a physician that has training and expertise with substance abuse testing and must have a valid certification. The MRO shall, to the extent that they are applicable, follow the procedures set forth in the HHS-Medical Review Officer Manual for Federal Workplace Drug Testing Programs or other appropriate recognized guidelines.
11. A Third Party Administrator (TPA) will be utilized for all drug-testing programs.
12. Applicants and/or employees must comply with the terms and conditions of the substance abuse policy in the area where the work is performed.
13. The local parties agree that government mandated or customer required and implemented substance abuse policies are beyond the scope of this policy and this policy is not intended to affect government mandated or customer required and implemented substance abuse policies.
14. Local Unions shall not be responsible for substance abuse testing, or costs associated with substance abuse testing. Substance abuse policies shall contain hold harmless and/or indemnification clauses for

local unions negotiating substance abuse policies. Specifically, substance abuse policies shall provide that, by implementation of this Program, the Local Union does not assume legal responsibility for ascertaining or monitoring the drug-free or alcohol-free status of any employee, or for providing employees a safe workplace.

ARTICLE XII – INSIDE WIREMAN’S AGREEMENT 06/01/2021 – 05/31/2026

IBEW CODE OF EXCELLENCE

The **IBEW Code of Excellence** is IBEW construction members demonstrating pride in IBEW membership and instilled craftsmanship by leaving lasting impressions of productivity and quality workmanship on every project we perform. It is IBEW Members:

- Performing the highest quality and quantity of work.
- Utilizing Skills and abilities to the maximum.
- Exercising safe and productive work practices.

The **IBEW Code of Excellence** is IBEW construction members building a job right the first time, bringing it to completion on schedule and under budget, thus prompting our customers to again employ the IBEW on future projects.

The **IBEW Code of Excellence** is IBEW construction members collectively subscribing to, and pursuing, a higher standard of work ethics.

The **IBEW Code of Excellence** proclaims to all that IBEW construction members will:

Come to work on time, fit for duty and ready to work.
Obey recognized customer and employer work rules.
Demonstrate zero tolerance for alcohol and substance abuse.
Exercise proper safety, health and sanitation practices.

Own up to ‘8 for 8’ and be on the job unless otherwise allowed or authorize to leave.
Follow safe, reasonable and legitimate management directives.

Encourage respect for customer’s rights and property, as well as for others on the job.
Exercise the skills and abilities of the trade.
Care for tools and equipment provided by employer.
Eliminate waste and other forms of property destruction, including graffiti.
Limit lunch and break times to allocated periods; adhere to start and quit times.
Leave inappropriate behavior to those of lesser knowledge.
Employ the proper tool for the job and maintain personal tool responsibilities.
Not solicit funds or sell merchandise without the Business Manager’s approval.
Curtail idle time and/or pursuit of personal business on the job, including cell phone use.
Expel job disruptions and refuse to engage in slowdowns or activities designed to extend the job or create overtime or any other conduct that would cast the IBEW in bad light.

The IBEW Code of Excellence has been adopted as formal rules of Local Union 340, IBEW, by its membership present and voting at the Local Union meeting of April 4, 2008 and shall be practiced consistent with Local Union 340 Bylaws and the IBEW Constitution.