

NOTICE:

Please contact the Chapter office prior to utilizing any Agreement or MOU that you have not used previously.

MEMORANDUM OF UNDERSTANDING

ALAMEDA COUNTY MAINTENANCE AGREEMENT TEMPORARY MODIFICATION OF PROVISIONS

In an effort to address the current economic and business climate affecting employers signatory to the Alameda County Maintenance Agreement, the following modifications to that agreement are mutually agreed to by the parties:

Article IV, Section 5 – Rates of Pay

The following shall apply through the duration of this MOU:

General Foreman	\$41.91
Foreman	\$37.72
Journeyman	\$33.53

Article VI, Section 3 – Local Pension

The current hourly contribution rate of \$2.50 for each hour worked is suspended for the term of this MOU.

Article VI, Section 4 – Health Insurance

Employers shall pay the Actual Monthly Plan Cost for coverage under the Motor Shop provision of the IBEW Local 595 Health and Welfare plan for all employees. The current AMPC rate is \$1,148.00 effective June 1, 2011. The current hourly contribution rate of \$7.59 for each hour worked is suspended during the term of this MOU. The intent of these changes is to provide continuing medical coverage for all Maintenance Electricians employed under this agreement.

All benefit contributions must be current per the Maintenance Agreement for November 2010, December 2010 and January 2011 for this MOU to take effect and to remain in effect.

If contributions for January 2011 are not received by February 20, 2011, per the Maintenance Agreement, this MOU is null and void.

The Payment of the AMPC rate of \$1,148.00 shall be paid for all current employees by July 20, 2011; August 20, 2011, September 20, 2011, October 20, 2011, November 20, 2011, December 20, 2011 and January 20, 2012.

Employee Health and Welfare dollar banks shall not be affected during the term of this MOU except to allow coverage per the Health and Welfare Trust policy.

Article VI, Section 5 – Training

The current hourly contribution rate of \$.10 for each hour worked is suspended for the term of this MOU.

Article VII, Section 1 – Contract Administration Fund

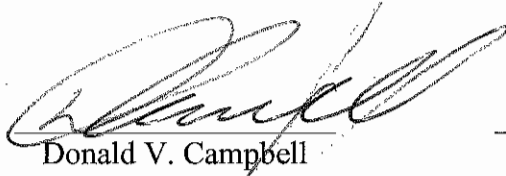
The requirement of one and one-quarter (1.25%) of gross monthly payroll for employees covered by this agreement is suspended for the term of this MOU.

Additional provisions:

It is the understanding of the parties that any projects bid prior to the expiration of the MOU may be completed utilizing the modifications to the wages as stated above.

Any violations of the terms and conditions may lead to the immediate termination of this MOU by the Union.

This MOU shall take effect on August 1, 2011, and shall remain in effect through December 31, 2011.



Donald V. Campbell
Executive Director
Northern California Chapter, NECA



Victor Uno
Business Manager
Local Union 595, IBEW

MEMORANDUM OF UNDERSTANDING

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All benefit contributions must be current per the Maintenance Agreement for November 2010, December 2010 and January 2011 for this MOU to take effect and to remain in effect.

If contributions for January 2011 are not received by February 20, 2011, per the Maintenance Agreement, this MOU is null and void.

The Payment of the AMPC rate of \$1,062.00 shall be paid for all current employees by March 20, 2011; April 20, 2011; May 20, 2011; June 20, 2011; July 20, 2011; and August 20, 2011.

Employee Health and Welfare dollar banks shall not be affected during the term of this MOU except to allow coverage per the Health and Welfare Trust policy.

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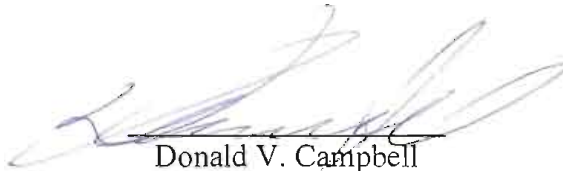
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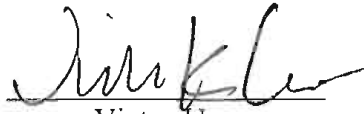
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Any violations of the terms and conditions may lead to the immediate termination of this MOU by the Union.

This MOU shall take effect on February 1, 2011, and shall remain in effect through July 31, 2011.



Donald V. Campbell
Executive Director
Northern California Chapter, NECA



Victor Uno
Business Manager
Local Union 595, IBEW

MAINTENANCE AGREEMENT

between

LOCAL UNION NO. 595

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

and

ALAMEDA COUNTY BRANCH

NORTHERN CALIFORNIA CHAPTER

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

March 1, 2004 – February 28, 2005

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MASTHEAD

Agreement by and between the Alameda County Branch, Northern California Chapter, NECA and Local Union #595, 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 Association shall mean the Alameda County Branch, Northern California Chapter, NECA, and the term "Union" shall mean Local Union #595, 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 to the following.

ARTICLE I

Scope of Work

Basic Definitions

Section 1 [1.01]

Subsection (a) All electrical maintenance assigned by the Customer to the Contractor and performed by employees covered under the Agreement shall be electrical maintenance. Work of a new construction nature shall be performed in accordance with the Inside Construction Agreement.

Subsection (b) It is the intent of the parties to perform a significant portion of the electrical maintenance market in Alameda County while at the same time protecting the traditional jurisdiction of "inside" electrical construction. To accomplish this goal two scope clauses have been provided to cover both short term and long term maintenance work. The scope provision for short term maintenance work is more restrictive so as to protect against intrusion into traditional "inside" work. The scope provision for long term maintenance is more flexible in response to the Customer's option of utilizing their own hourly employees to perform electrical maintenance work. Further, long term maintenance work provides both stable employment and ongoing business opportunities.

Subsection (c) Manpower employed under the Maintenance Agreement must be utilized solely within the scope provisions as set forth in Sections 2 and 3 of Article I. The parties intend that employees under the Agreement be limited to this sub-market within the electrical industry. If a Maintenance Electrician is assigned to perform "inside" work, as specified in the Inside Construction Agreement, this will be a violation of both agreements.

Short Term Maintenance

Section 2 [1.02]

Subsection (a) Maintenance work shall be defined as inspection, servicing, repairing and renovation of existing electrical systems which fall within the work jurisdiction of the Union. However, work which exceeds two weeks, fourteen consecutive calendar days, or constitutes a major modification to an existing facility shall not be covered by the Agreement.

Subsection (b) "Repair" shall mean the replacement of parts of existing electrical equipment so as to restore the operating efficiency of the system.

Subsection (c) "Renovation" shall mean the replacement or revamping of existing electrical equipment so as to restore or improve the operating efficiency of the system.

Subsection (d) "Replacement" for the purpose of the Agreement shall mean the modification, supplementing or updating of existing electrical equipment so as to restore or improve the efficiency of the system.

Subsection (e) "Existing facilities" shall mean an office, plant, warehouse, shop or other physical unit which is functionally complete. Facilities which are to be added to existing units or to be constructed in the future do not fall within this definition.

Subsection (f) Special Circumstances: On a job-by-job basis, as approved by the Association and the Local Union, this scope may be modified. Any disputes shall not be subject to the grievance procedure. The procedure for implementation of subsection (f) is to be in accordance with a letter of understanding which shall require that the:

- 1) Contractor will fax a request for "special consideration" to the Association;
- 2) Association will notify the Union of the request; and
- 3) Union will respond to the Association regarding the request for "special consideration" within 24 hours, excluding weekends and holidays.

Long Term Maintenance

Section 3 [1.03]

Subsection (a) Where the Customer commits to providing stable long term employment under the Agreement, electrical maintenance will be defined in a more flexible manner. To qualify, the Customer must commit to the Contractor that sufficient electrical maintenance will be assigned so as to provide six months of consecutive work for one Maintenance Electrician. The commitment shall take the form of a "letter of intent" from the Customer to the Contractor. This letter shall not create a contractual rela-

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tionship between the Customer and the Union but will be admissible to the Labor-Management Committee should the Union assert that the Contractor's use of this provision was in bad faith.

Subsection (b) Maintenance shall be the repairing, renovation, revamping and upkeep of property, machinery and equipment within the limits of plant property.

Subsection (c) This shall cover all direct and associated work on existing electrical equipment and machinery, including the replacement of existing machinery and equipment with new units. It is understood that this concept would not include replacement of an entire process line in a plant in order to increase production, but rather would apply to such items as compressors, pumps, furnaces, towers, etc.

Subsection (d) Addition of spare machinery or equipment may be performed provided it is for debottlenecking purposes. For example, where two electrical motors must run continuously to maintain production, a spare may be added to allow for maintenance on the permanent equipment.

Subsection (e) Regarding buildings and structures which are part of the plant property, these buildings would, of necessity, have to be kept in serviceable condition. However, additions to existing buildings and structures, or major modifications, are not covered by the Agreement.

ARTICLE II

Effective Date - Changes - Grievances - Arbitration

Effective Date

Section 1 [2.01]

This Agreement shall take effect March 1, 2004, and shall remain in effect until February 28, 2005, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from March 1 through February 28 of each year, unless changed or terminated in the way later provided herein.

Change or Termination

Section 2 [2.02]

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

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

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

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

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

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

Amendment by Mutual Agreement

Section 3 [2.03]

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

Work Stoppages Prohibited

Section 4 [2.04]

There shall be no stoppage of work either by strike or lock-out 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.

Labor-Management Committee

Section 5 [2.05]

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.

Grievance Procedure

Section 6 [2.06]

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

Section 7 [2.07]

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All matters coming before the Labor-Management Committee shall be decided by a 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.

Arbitration

Section 8 [2.08]

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

Section 9 [2.09]

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

Section 10 [2.10]

Grievances or questions in dispute must be filed in writing within thirty- (30) days of the date of the alleged occurrence via email, fax, or certified mail, and must be resolved within thirty- (30) days of submission, unless the parties jointly agree to extend the time frame of the resolution.

ARTICLE III

Employer Rights - Union Rights

Employer Qualifications

Section 1 [3.01]

Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements and employing not less than one Journeyman Wireman.

Management Rights

Section 2 [3.02]

The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions, except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in

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

Workers' Compensation Insurance

Section 3 [3.03]

For all employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of employees.

Delinquency

Section 4 [3.04]

Subsection (a) Each Employer shall maintain on deposit with the custodian of the various fringe benefit programs an amount equivalent to the aggregate payments of such fringe benefit programs over the preceding six (6) months, and such amount shall constitute a credit toward amounts that may become due and payable by such Employer under the provisions of this Agreement, provided, however, the aggregate amount on deposit shall not be less than \$1,000.00 or required to be in excess of \$10,000.00.

Subsection (b) In lieu of effecting such prepayment of fringe benefit contributions, any Employer for good and sufficient reasons, at his discretion, may post a performance bond "or an assignment of cash on deposit" in the amount of \$10,000.00 in language agreed to by the parties to this Agreement as surety of the prompt and full payment of fringe benefit contributions and shall be relieved of the obligation of prepayment provided in this Section. An Employer may also submit "Certification of Participation in the NECA West Payroll and Fringe Benefit Guarantee Trust Fund" as an alternative to prepayment of fringe benefit contributions. Individual Employers who fail to remit as provided herein shall upon seventy-two (72) hours notice (except Sundays and holidays), by registered mail given by the Union, be subject to having their employees removed until such time as compliance is made.

Joint Ventures

Section 5 [3.05]

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 workmen between a joint venture and any or all of the Employers comprising the joint venture.

Favored Nations

Section 6 [3.06]

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

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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.

Exclusive Referral

Section 7 [3.07]

Subsection (a) 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.

Subsection (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 IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

Performance of Electrical Work

Section 8 [3.08]

No individual connected with an employing concern as owner, manager, superintendent, or partner shall perform any manual electrical work.

Loan of Employees

Section 9 [3.09]

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.

Contractor Eligibility

Section 10 [3.10]

No applicant or employee while he remains subject to employment by Employers operating under this Agreement shall be recognized as a contractor for the performance of any electrical work.

Installation Standards

Section 11 [3.11]

Journeyman Wiremen shall install all electrical work in a safe and workmanlike 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.

Union Discipline of Members

Section 12 [3.12]

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

Stewards

Section 13 [3.13]

Subsection (a) The Union has the right to appoint Stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. 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 shop or on his job.

Subsection (b) No Steward shall be discriminated against by any Employer because of his 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. The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workmen are employed under the terms of this Agreement.

Picket Lines

Section 14 [3.14]

Subsection (a) It shall not be a violation of this Agreement nor shall any workman be discharged by the Employer if he recognizes another labor organization's bona fide picket line which is sanctioned by the Local Central Labor Council, the Building Trades Council, or the International Office of the craft involved. The Union will notify the Employer as soon as possible if an organization secures such sanction.

Subsection (b) Should workmen leave a job under the conditions set forth above, all tools, equipment and materials shall be put away in a careful and safe manner. The Union will be financially responsible for any loss to the Employer by members of the Union for neglect in carrying out this provision. This is conditioned upon the Union giving reasonable notice and the Employer providing a safe place for storage.

Production

Section 15 [3.15]

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

Employee Furnished Tools

Section 16 [3.16]

Subsection (a) Journeymen shall provide themselves with the following tools:

- | | |
|-------------------------|------------------------------|
| Tool Box (length 18") | Wire Strippers |
| Tool Pouch | 14" Chain Wrench |
| Hack Saw | Knife - Utility or Sheetrock |
| 4" Slotted Screw Driver | 16 oz. Straight Claw Hammer |
| 6" Slotter Screw Driver | Key Hole Saw |

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6" Diagonal Pliers (Klein D248-8)	Center Punch
9" Pliers with side cutters (Klein D213-9NE)	3/4" Steel Tape
10" Channel Lock Pliers (Channel Lock 420)	12" Level (Torpedo Level)
a multi-meter	a voltage meter
NEC codebook	two crescent wrenches
one additional pair of channel lock pliers	

Subsection (b) The Employer will furnish necessary locked storage to reasonably protect tools from the weather and vandalism and will replace such tools as listed above when tools are damaged on the job or stolen from the locked storage.

Employer Furnished Tools

Section 17 [3.17]

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

Union Security

Section 18 [3.18]

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first day following the date of their employment or the effective date of this Agreement, whichever is later.

Union Cancellation of Agreement

Section 19 [3.19]

The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment of the Agreement of this or any other Local Union of the International Brotherhood of Electrical Workers by the Employer will be sufficient cause for cancellation of this Agreement after the facts have been determined by the International Office of the Union.

Subcontracting

Section 20 [3.20]

The Employer further agrees that he will not sublet, assign or transfer any work covered by this Agreement to any other person, firm or corporation if such subletting, assigning or transfer will cause the loss of work opportunities to employees in the Employer's establishment covered by this Agreement. Any such subletting, assigning or transfer shall be allowable after a mutual determination has been made by the representatives of the parties hereto that such action is not in conflict with the preceding sentence.

Scope Clarification Checklist

Section 21 [3.21]

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Where a question arises as to the appropriate application or use of the Maintenance Agreement, the union shall submit to the contractor a checklist, see Addendum A, which shall confirm that the work in question properly falls within the scope provisions of the Agreement.

ARTICLE IV

Standard Shift

Section 1 [4.01]

Eight hours work between the hours of 8:00 AM and 4:30 PM, with thirty minutes for lunch period between 12:00 PM and 12:30 PM, shall constitute the workday. Five such days, Monday through Friday, shall constitute the workweek. These provisions may be modified so as to be compatible with the Customer's in-plant hourly personnel. Further, where the Contractor is performing service and repair work, the workday may be started at 7:00 AM, and the workweek modified so as to constitute five consecutive days, Tuesday through Saturday.

Overtime

Section 2 [4.02]

All work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the regular straight-time rate. Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at double the straight-time rate. These provisions may be modified so as to be compatible with the Customer's in-plant hourly personnel.

Labor Day

Section 3 [4.03]

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

Payment of Wages

Section 4 [4.04]

Wages shall be paid weekly in cash or by payroll check on a local bank not later than quitting time, and not more than three days' wages may be withheld at that time. Any workman laid off or discharged shall be paid his wages immediately. In the event he 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 workman at the job site during regular working hours or allow him sufficient time during regular working hours to report to the shop to receive his pay.

Rates of Pay

Section 5 [4.05]

The minimum hourly rate of pay for Journeymen, Foremen and General Foremen shall be as follows:

	3/1/04
General Foreman	\$34.69
Foreman	\$31.22

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Journeyman

\$27.75

Future increases to wages and benefits shall be based on 75% of the Alameda County Inside Wiremen's total wage and fringe benefits package increases, including wage and benefits increases, contributions to the Alameda County Labor-Management Cooperation Committee, and apprenticeship.

Dues Deduction

Section 6 [4.06]

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union — upon receipt of a voluntary written authorization — the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Shift work

Section 7 [4.07]

Subsection (a) There shall be no requirement for a day shift when either the second or third shift is worked.

Subsection (b) The first shift shall be worked between the hours of 8:00 AM and 4:30 PM. Workmen on the day shift shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

Subsection (c) The second shift shall be worked between the hours of 4:30 PM and 12:30 AM. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7-1/2) hours' work.

Subsection (d) The third shift shall be worked between the hours of 12:30 AM and 8:00 AM. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

Subsection (e) A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

Subsection (f) There shall be no pyramiding of overtime rates, and double the straight-time rate shall be maximum compensation for any hour worked.

Subsection (g) These provisions may be modified so as to be compatible with the Customer's in-plant hourly personnel.

On-Call Pay

Section 8 [4.08]

Employees who are required to carry and answer a phone, pager or other communications device after normal working hours shall be compensated at the rate of one hundred dollars (\$100) per week. If the

employee takes a work assignment, the employee shall be compensated a minimum of two hours pay at the overtime rate of pay per this agreement, from the time the communication is received.

ARTICLE V

Referral Procedure

Introduction

Section 1 [5.01]

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 employees in their employment status within the area and 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.

Exclusive Referral

Section 2 [5.02]

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

Right of Rejection

Section 3 [5.03]

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

Non-Discriminatory Referral

Section 4 [5.04]

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 accordance with the following procedure.

Orientation of Applicants/Employees

Section 5 [5.05]

Subsection (a) Since many registrants on the Out-of-Work List often have not been long term members of the IBEW, the Local Union shall provide registrants with information on the IBEW and Local Union Constitution, the process for gaining membership, dues and the vacation account, the referral procedure, the obligations for additional training, the scope clause and career opportunities under the Agreement.

Subsection (b) The Employer shall also provide newly hired Maintenance Electricians with information on the scope clause, wages and fringe benefits, shift and overtime provisions, training opportunities, basic company operating rules and procedures, and career opportunities under the Agreement.

48 Hour Clause

Section 6 [5.06]

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."

Temporary Employees

Section 7 [5.07]

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.

Out-of-Work List

Section 8 [5.08]

The Union shall maintain an "Out of Work List" which shall list the applicants in chronological order of the dates they register their availability for employment.

Order of Referral

Section 9 [5.09]

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 the order of their place on the "Out of Work List."

Bona Fide Requirements

Section 10 [5.10]

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

Appeals Committee

Section 11 [5.11]

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

Subsection (b) 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 Article V of this Agreement.

Subsection (c) 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.

Inspection of Referral Records

Section 12 [5.12]

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.

ARTICLE VI

Fringe Benefits

NEBF

Section 1 [6.01]

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the National Board on the last day of each calendar month, which may be recovered by suit initiated by the National Board 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 Employee Benefit Agreement and Trust.

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

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applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Labor Agreement.

Fringe Benefit Contributions

Section 2 [6.02]

Subsection (a) Each individual employer agrees to make contributions to the Fringe Benefit Trust Funds as specified in the Agreement, namely NEBF (Section 6.01), Local Money Purchase Plan and Defined Benefit Pension Plan (Section 6.03), Health and Welfare (Section 6.04), Training (Section 6.05), and Contract Administration Fund (Section 7.01). Each individual employer also agrees to irrevocably accept the employer trustees of each trust fund as their duly appointed trustee.

Subsection (b) The failure of an individual Employer to comply with the provisions of Sections 3-5 shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contributions to such funds which have resulted from the violation.

Subsection (c) 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 the Trustees of the Joint Trust Funds, plus cost of the litigation, which have resulted from the bringing of such court action.

Local Pension

Section 3 [6.03]

Subsection (a) For employees working under the Agreement the Employer shall contribute \$1.50 for each hour worked to the Money Purchase Plan of the Alameda County Electrical Workers Pension Fund. By executing an Assent to this Agreement the Employer also agrees to be bound to the Alameda County Electrical Workers Pension Trust Agreement.

Subsection (b) Should a Maintenance Electrician so elect, additional monies may be withheld and directed into the Defined Contribution Plan of the Alameda County Electrical Workers Pension Fund.

Health Insurance

Section 4 [6.04]

For all covered maintenance electricians, the employer shall contribute under the Motor Shop program \$5.78 for each hour worked to the electrical workers area health and welfare trust. Where the Employer is utilizing the long-term maintenance provision (Article I, Section 3), the coverage may be purchased at a rate established by the electrical workers area health and welfare trust. By executing a Letter of Assent to this agreement, the employer also agrees to be bound to the Alameda County Electrical Workers Health and Welfare Trust Agreement.

Training

Section 5 [6.05]

For all covered Maintenance Electricians, the Employer shall contribute \$.10 for each hour worked to the Alameda County Electrical Workers Joint Apprenticeship and Training Trust Fund. By executing an Assent to this Agreement the Employer also agrees to be bound to the Alameda County Electrical Workers Joint Apprenticeship and Training Trust Agreement.

Paid Vacation - Long Term Maintenance

Section 6 [6.06]

Where the Customer's hourly employees receive accrued annual vacation and the Contractor is working under the Long Term Maintenance provision, covered Maintenance Electricians shall receive two weeks paid vacation following one complete year of service. To be eligible for one complete year of service, the employee must acquire 1,400 hours within 12 consecutive months. This provision becomes effective only when the Customer's hourly employees receive benefits compatible to those provided in this section.

Sick Leave

Section 7 [6.07]

Where a majority of the Customer's hourly employees receive paid sick leave and the Contractor is working under the Long Term Maintenance provision, all covered Maintenance Electricians shall receive up to five days of full-time pay and benefits per year for absenteeism caused by illness. There shall be no accrual of sick leave benefits from year to year.

ARTICLE VII

Contract Administration Fund

Section 1 [7.01]

Subsection (a) The Employer shall pay an amount equal to one and one-quarter percent (1.25%) of his gross monthly payroll covering all work under the terms of this Agreement to the Contract Administration Fund ("CAF") of Alameda County.

Subsection (b) These contributions will assist in offsetting the costs associated with administering the Apprenticeship and Journeyman Training Trust, Contract Administration Fund, Electrical Contractors Trust, Health & Welfare Trust, Labor-Management Cooperation Committee, Pension Trust, Training Facility Fund Corporation, and Vacation Trust. These funds will also assist in offsetting the costs associated with negotiating the Inside Construction Agreement and Maintenance Agreement, providing support in the areas of grievance resolution and referral system appeals and promoting the interests of the union electrical construction industry.

Subsection (c) These funds will not be used to the detriment of Local Union 595 or the International Brotherhood of Electrical Workers.

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Subsection (d) CAF contributions shall be submitted with all other fringe benefit contributions on the monthly fringe benefit transmittal report. Such monies shall be paid on or before the twentieth (20th) day of the month succeeding the month in which the work was performed.

Subsection (e) The Fund is to be solely administered by the Employer. The Administrator of the CAF shall be appointed by the Northern California Chapter, NECA. The enforcement of collections regarding delinquent payments shall be the sole responsibility of the Fund. The Administrator shall have the authority to recover the amounts owing plus attorney fees, court costs and interest at the prime rate plus two percent (2%).

Subsection (f) The CAF shall also financially support the Electrical Contractors Trust of Alameda County for programs directly related to promoting and protecting the interests of the union electrical construction industry.

ARTICLE VIII

National Electrical Industry Fund (NEIF)

Section 1 [8.01]

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

- 1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter are during any one calendar year but not exceeding 150,000 man hours.
- 2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

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

Payments shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

SEPARABILITY CLAUSE

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.

Executed on _____, in Pleasanton, California.

Don Campbell
Executive Director
Northern California Chapter, NECA

Victor Uno
Business Manager
Local Union #595 , IBEW

Addendum A

Scope Clarification Checklist

Short Term Maintenance

The Maintenance Agreement is available for work which clearly falls within the scope clauses — Article I, Sections 2 & 3. Where a question arises, the Contractor will respond within 48 hours to a written request to confirm proper utilization of the Agreement.

Step I - Union Request for Clarification

Representative: _____ Date: _____

Step II - Description of Job

Customer: _____

Street Address: _____

City/State/Zip: _____

Step III - Confirmation that the Job:

_____ is inspection, servicing, repairing and renovation of existing electrical systems;

_____ does not exceed two weeks, fourteen consecutive calendar days; and

_____ does not constitute a major modification to an existing facility.

_____ is "repair" — replacement of parts of existing electrical equipment so as to restore the operating efficiency of the system;

_____ or "renovation" — the replacement or revamping of existing electrical equipment so as to restore or improve the operating efficiency of the system;

_____ or "replacement" — the modification, supplementing or updating of existing electrical equipment so as to restore or improve the efficiency of the system; and

_____ is within an "existing facility(s)" — office, plant, warehouse, shop or other physical unit which is functionally complete. Facilities which are to be added to existing units or to be constructed in the future do not fall within this definition.

Step IV - Electrical Contractor

Company: _____

Representative: _____ Date: _____