

Motor Shop Agreement

BETWEEN

NORTHERN CALIFORNIA CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION
STOCKTON DIVISION

AND

LOCAL UNION 595,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

EFFECTIVE

NOVEMBER 1, 2016 THROUGH OCTOBER 31, 2018

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Motor Shop Agreement
L.U. 595, IBEW & NorCal, NECA
November 1, 2016 through October 31, 2018

MASTHEAD

This is an Agreement by and between the Northern California Chapter, Stockton Division, National Electrical Contractors Association and Local Union 595, International Brotherhood of Electrical Workers.

As used hereinafter in this Agreement, the term Employer shall mean any individual firm which has been recognized by an assent to this Agreement, and the term Union shall mean Local Union 595, International Brotherhood of Electrical Workers.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest and harmonious relations are necessary to improve the relationship between the Employer, the Union and the public. Progress in the industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by mutual promises and agreements herein contained; therefore, the parties hereto agree as follows:

The classification of Shopman covered under this Agreement will be restricted to the work of rewinding or the repair of motor control equipment either at the shop or on the job site. Shopman may replace motors or motor control equipment or make such tests and repairs as may be necessary to put such equipment back in first class operation. Shopman shall not do any new construction work or install new motors or motor control equipment, nor shall the Shopman do any lighting work or repair or replace breakdown in any wiring which is not a direct part of the motor or its control system. In cases when a question should arise over the scope of this Agreement, the Business Manager of the Union shall be consulted before the work is started.

ARTICLE I

Effective Date – Amendments – Termination – Disputes

Effective Date

Section 1 [1.01]

This Agreement shall take effect November 1, 2016, and shall remain in effect until October 31, 2018. It shall continue in effect from year to year thereafter, from November 1 to October 31 of each year, unless changed or terminated in the way later provided herein.

Changes, Termination and Arbitration

Section 2 [1.02]

Either party desiring to change or terminate this Agreement must notify the other in writing at least ninety (90) days prior to the renewal date of each year. Whenever notice is given for changes, the nature of the changes shall be specified in the notice. Negotiations shall commence fifteen (15) days after the notice is given. If the Agreement is not concluded within the period prior to the thirty-one (31) days of the Agreement anniversary date period, the unresolved issues, by mutual consent of the parties, may be referred to the Board of Arbitration for settlement (Article I, Section 9), or the parties, either or both, may serve notice on the other and the Federal Mediation and Conciliation Service with a copy to the International Office of the Union of its intention to terminate this Agreement. If a settlement is not reached within the ensuing thirty-one (31) days, the Agreement shall terminate on or after the anniversary date.

Amendment by Mutual Consent

Section 3 [1.03]

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International Office of the Union, the same as this Agreement.

Grievances – Disputes

Section 4 [1.04]

There shall be no stoppage of work by strike or lockout because of proposed changes in this Agreement or disputes over matters relating to this Agreement. All such matters must be handled as stated herein.

Joint Conference Committee

Section 5 [1.05]

There shall be a Joint Conference Committee of four (4) representing the Union and four (4) representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chair and Secretary.

First Step of Grievance Procedure

Section 6 [1.06]

All grievances or questions in dispute shall be taken up for adjustment by the duly selected representatives of both parties to this Agreement. In the event these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Joint Conference Committee.

Decision of Joint Conference Committee

Section 7 [1.07]

All matters coming before the Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall be counted as though all were present and voting.

Arbitration

Section 8 [1.08]

Should the Joint Conference Committee fail to adjust any matter brought before it within five (5) days after full submission of the case, the matter shall, upon request of either party, be submitted to a Board of Arbitration consisting of one of the Employers, one representative of the Union and a third member of the Board to be selected by those two representatives. If the two representatives fail to select the third member of the Board within five (5) days, a request shall be made to the Director of the Federal Mediation and Conciliation Service of the United States Department of Labor to appoint such third member of the Board. Both parties shall be bound by the appointment made. Each party shall defray the expenses of its own representative and any fee or any expenses of the third member shall be borne equally by the parties. A majority decision of the Board shall be final and binding upon both parties.

Section 9 [1.09]

When any matter in dispute has been referred to the Board of Arbitration for adjustment, the provisions and conditions in effect prior to the time such matter arose shall not be changed or abrogated pending the decision of the Board of Arbitration.

Status Quo

Section 10 [1.10]

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 a decision has been rendered.

ARTICLE II

Employer Rights – Union Rights

Contractor Eligibility

Section 1 [2.01]

Members of the Union, except those meeting the requirements of Employer as defined herein, shall not contract for any electrical work or perform any electrical work other than through the regular channels of employment, provided in this Agreement.

Section 2 [2.02]

No member of Local Union 595, while he remains a member of such local and subject to employment by Employers operating under this Agreement, shall himself become a Contractor for the performance of any electrical work. This does not apply to regular Maintenance, Municipal or Government work when not done by the Employer.

Union Security

Section 3 [2.03]

All employers in the bargaining unit described in Article II, shall, on and after the 30th day following the beginning of their employment to the effective date of this Agreement, whichever is the later, become and remain members of the Union, as a condition of employment, during the life of this Agreement and the Union shall not request the Company to discriminate against any employee for non-membership in the Union if such membership is not available to the employee on the same terms and conditions generally applicable to other members or if membership is denied or terminated for reasons other than failure of the employee to tender the periodic dues or initiation fees uniformly required by the Union as a condition of acquiring or maintaining membership.

Foreman

Section 4 [2.04]

Employers may designate a Foreman

Employer Qualifications

Section 5 [2.05]

Certain qualifications, knowledge, experience and financial responsibilities are required of everyone desiring to be an Employer in the electrical industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a permanent place of business and a suitable financial status to meet payroll requirements.

Workers' Compensation Insurance

Section 6 [2.06]

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 Insurance and such other protective insurance as may be required by the laws of this State and shall furnish satisfactory proof of such to the Union. He shall also make contributions to the State and Federal Unemployment Compensation Commission.

Section 7 [2.07]

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

Section 8 [2.08]

This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its representatives decide to do so, but no removal shall take place until notice is first given to the Employer involved.

Section 9 [2.09]

When such removal takes place, the Union or its representative shall direct the workers of such job to carefully put away all tools, materials, equipment or any other property of the Employer, in a safe manner.

Subsection (a) The Union shall be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for these by the Employer.

Union Cancellation of Agreement

Section 10 [2.10]

Local Union 595 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 IBEW by an individual Employer will be sufficient cause for cancellation of his Agreement after the facts have been determined by the International Office of the Union. The Employer further agrees that he will not sublet, assign or transfer any work in connection with electrical work to any person, firm or corporation if such subletting, assigning or transfer will cause the loss of work opportunities to employees in the individual Employer's establishment covered by this Agreement. Any subletting, assigning or transfer shall be allowable after a mutual determination has been made by the representatives of the parties that such action is not in conflict with the preceding sentence.

Stewards

Section 11 [2.11]

The Union shall have the right to appoint a shop Steward at any time workers are working in the shop. No Steward shall be terminated except for cause. The Company shall notify the Union in writing 48 hours in advance when a Steward terminated. The Steward shall not be allowed to do Union business on the Employer's time during regular working hours.

Substance Abuse Program

Section 12 [2.12]

The dangers and costs which alcohol and other chemical abuses can create in the electrical motor shop 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 the Employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate the terms of the Employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

ARTICLE III

Hours – Wages – Working Conditions – Fringe Benefits

Section 1 [3.01]

Motor shop employees may be allowed to perform motor shop work outside of the plant.

Section 2 [3.02]

A motor shop Owner will be allowed to work with the tools provided he retains at least one (1) full-time Journeyman.

Hours

Section 3 [3.03]

Motor shop employees working hours:

Subsection (a) Eight (8) consecutive hours shall constitute a workday between the hours of 7:00 AM and 5:00 PM. The lunch period may be for thirty- (30) minutes or for one (1) hour between 11:00 AM and 1:00 PM.

Subsection (b) Working hours will be established mutually between the Employer and employees.

Subsection (c) There shall be two (2) paid fifteen (15) minutes rest periods during the 8-hour day: one mid-morning and the other mid-afternoon. Two (2) workers working on a project shall take their breaks together.

Subsection (d) All overtime will be at double the straight time rate of pay except the two (2) hours before or after the regular workday, Monday through Friday, excluding Holidays and Sundays, and the first four (4) hours on Saturday will be at time and one-half the straight time rate of pay, provided an advance notice is given prior to quitting time on Friday.

Subsection (e) The Employer has agreed that overtime will not be a requirement unless three (3) hours advance notice has been given. Valid emergencies will be an exception.

Emergency Call Out

Section 4 [3.04]

Emergency call out time during these hours shall be at double time the straight time rate of pay, with a minimum of one (1) hour paid.

Holidays

Section 5 [3.05]

The following days shall be considered as Holidays and paid for as such at the straight time rate of pay for eight (8) hours each when not worked:

Subsection (a) Recognized Holidays:

New Year's Day	Labor Day
President's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day

Subsection (b) The first eight (8) hours worked on these days shall be paid at time and one-half (1 & ½) times the regular rate of pay in addition to Holiday pay [for a maximum rate of two and one-half (2 & ½) times on the first eight (8) hours worked].

Subsection (c) If a paid Holiday falls during the vacation period, it shall be paid for as such in addition to vacation pay. If it falls on Saturday, the preceding Friday shall be observed and paid as such. No Health and Welfare payments shall be paid on Holiday pay, except if worked.

Employee Classification

Section 6 [3.06]

Subsection (a) FOREMAN -- A worker who works with the tools and has charge of the Employers shop, also assumes responsibility for operation of the Employers shop or on jobs outside the shop. Where three (3) or more workers, including Apprentices, are employed, one (1) Journeyman shall be a Foreman and receive Foreman's rate of pay for the duration of the job.

Subsection (b) SHOP JOURNEYMAN -- A worker who is a trouble shooter outside the shop on a customer's premises and on motor work in the shop, who is proficient in all types of motor work in the shop, including motor winding and all phase of shop repair work.

Subsection (c) REPAIR AND UTILITY MOTOR SHOP – A worker for general shop work doing such duties as receiving motors, disassembling, burning out, winding, strippings, stators, and armatures, cleaning of motor parts, clipping, sealing, scrapping, winding and assembling of motors under the supervision of a Journeyman.

Subsection (d) SHOPMAN – A worker for cleaning parts, stocking materials, painting, delivery pickup, and general cleanup.

Wages

Section 7 [3.07]

Wage package increases are scheduled as follows: \$2.20 effective November 1, 2016, and \$0.70 effective November 1, 2017. The minimum rates of wages shall be as follows: (Note: In the event that the published hourly wage rate is less than California’s current minimum hourly wage rate, the California minimum hourly wage rate shall apply.)

% of Journeyman Rate

		11/1/16	11/1/17
SHOP JOURNEYMAN	(100%)	\$30.44	\$31.14
JOURNEYMAN PUMP MECHANIC	(100%)	\$30.44	\$31.14
WORKING FOREMAN	(115%)	\$35.01	\$35.81
SHOPMAN	(30%)	\$9.13	\$9.34
SHOPMAN	(40%)	\$12.18	\$12.46
SHOPMAN	(50%)	\$15.22	\$15.57
SHOPMAN	(60%)	\$18.26	\$18.68

REPAIR & UTILITY MOTOR SHOPMAN

1 ST	6 months	(55%)	\$16.74	\$17.13
2 ND	6 months	(60%)	\$18.26	\$18.68
3 RD	6 months	(65%)	\$19.79	\$20.24
4 TH	6 months	(70%)	\$21.31	\$21.80

APPRENTICES*

1 ST	6 months	(55%)	\$16.74	\$17.13
2 ND	6 months	(60%)	\$18.26	\$18.68
3 RD	6 months	(65%)	\$19.79	\$20.24
4 TH	6 months	(70%)	\$21.31	\$21.80
5 TH	6 months	(75%)	\$22.83	\$23.36
6 TH	6 months	(80%)	\$24.35	\$24.91
7 TH	6 months	(85%)	\$25.87	\$26.47

8 TH	6 months	(90%)	\$27.40	\$28.03
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*APPRENTICES MAY BE UPGRADED IF THEY HAVE PREVIOUS EXPERIENCE

Health & Welfare

Section 8 [3.08]

The Employer shall provide and maintain a Health and Welfare and Dental Plan as per the schedule of benefits, Schedule A (attached). Such coverage will include the employees and dependents, and will remain in effect for the duration of this Agreement. In the event of layoff, the Company will continue to pay for such coverage until the 30th of the month following layoff, but in no case for less than 30 days. New employee coverage will commence on the 1st of the month immediately following 30 days of employment. Any changes in this coverage will only be done with mutual consent.

Withholdings

Section 9 [3.09]

The Employer shall make all legal payroll withholdings from the total wages.

Vacation

Section 10 [3.10]

SICK LEAVE, PERSONAL TIME OFF, VACATION AND/OR HOLIDAYS: No compensation for sick leave, personal time off, vacation and/or holidays shall be required except as stipulated in this Agreement. This includes waiver of California Labor Code Sections 245-249.

Union Dues

Section 11 [3.11]

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union, upon receipt of a voluntary written authorization, the Union Dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union by-laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer. These dues must be received by the Local Union office not later than the fifteenth (15th) day of the following month.

401(k) Plan

Section 12 [3.12]

The Company will provide a 401(k) Profit Sharing Plan available to all bargaining unit employees, to replace the simple IRA effective January 2012. The plan is an individual account defined contribution retirement plan that allows employees to make voluntary contributions through pre-tax wage deferrals. The plan is a 401(k) and as such, no current federal or state income tax is payable on your deferred wages that are contributed to the plan. The employer shall match the employee's payroll deductions into the individual's 401(k) up to the first 3% of the employee's payroll gross salary with an annual contribution made by the date as determined by current Plan and IRS rules.

Section 13 [3.13]

The Employer will provide a \$15,000 life and dismemberment policy for all employees who have worked for more than six months under this Agreement.

ARTICLE IV

Apprentice Training – Ratio of Apprentices

Ratio of Apprentices

Section 1 [4.01]

The ratio of Apprentices to Journeyman shall be one (1) Apprentice to every one (1) Journeyman.

Section 2 [4.02]

The Apprentices shall be governed by the same working rules as Journeymen, except where it pertains to wages.

Supervision

Section 3 [4.03]

No Apprentices shall be allowed to perform any work except when under the direct supervision and accompanied by a Journeyman. Not more than one (1) Apprentice will work on a job for each Journeyman.

Section 4 [4.04]

Apprentices shall be registered with the Union before being put to work. Apprentices shall be employed only from the State Approved Apprenticeship Training Class conducted in the Stockton School System.

ARTICLE V

Foreman Clause – Age Clause – Tools – Clothing Workmanship

Foreman Clause

Section 1 [5.01]

Any employees having charge of a job on which three (3) or more workers, including apprentices, are employed shall receive Foreman's pay.

Payment of Wages

Section 2 [5.02]

Any worker reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than four (4) hours wages in order to gather his tools and personal belongings and shall be paid off in full immediately. In the event the employee is not paid off, waiting time at the regular rate shall be charged until payment is made.

Show Up Pay

Section 3 [5.03]

Workers covered by this Agreement who report for work by direction of the Employer and are not placed at work shall be entitled to two (2) hours pay at the regular established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

Age Clause

Section 4 [5.04]

On all jobs employing six (6) or more Journeyman, if available, every seventh (7th) worker shall be 50 years of age or older.

Tools

Section 5 [5.05]

Workers shall be held responsible for the tools or equipment issued to them provided the Employer furnishes the necessary lockers, toolboxes and other safe places for storage.

Union Access to Work Site

Section 6 [5.06]

The representative of the Union shall be allowed access to any building at any reasonable time where members of the Union are employed. The Business Manager of Local 595, IBEW shall have the right to examine, at any time, the records pertaining to hours, rates, pay, and items that are deductible from the employees' wages.

ARTICLE VI

Travel – Subsistence – Shift Work – Working Hours – Safety

Travel Time

Section 1 [6.01]

The Employer shall pay the traveling time and furnish transportation from shop to job, job to job, and job to shop. On all jobs requiring the employees to remain away from home, the Employer shall also furnish board and lodging to all, and all other necessary expenses, with \$12.00 per day, per worker on a seven (7) day week basis, being considered a minimum allowance. Travel time on week days only, outside regular working hours, shall be paid at the straight time rate. Saturdays, Sundays and Holiday travel shall be at the double time rate.

Section 2 [6.02]

No employee shall report at the shop or job for work before 7:45 AM, unless otherwise covered by the working Agreement.

Safety

Section 3 [6.03]

On all energized circuits of 440 volts or over, as a safety measure, two (2) or more Journeymen must work together.

IBEW Label – Tools and Equipment

Section 4 [6.04]

The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed and repaired under economically sound wages, hours and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Section 5 [6.05]

On jobs having a Foreman, workers are not to take directions or orders or accept layout of any job from anyone except the Foreman.

Shift Work

Section 6 [6.06]

Shift Work: Institute the following provisions:

Subsection (a) In no case will there be shift work unless a regular day shift is established.

Subsection (b) Where shift work is required outside the regular work day, such shift shall be regularly scheduled for at least on (1) month or more.

Subsection (c) When such regular night shifts are established, the Employer shall establish such shifts on the following weekly basis. Said shift may start on any day and shall continue for five consecutive regular work days:

(1) Regular Work Day will be 8:00 AM to 4:40 PM Monday through Friday

(2) Second Shift will be eight (8) hours work at the straight time rate of pay plus ten percent (10%) premium for the eight (8) hours worked, with one-half (1/2) hour off for lunch.

Subsection (d) If any Holiday falls within a work week when shifts are being worked, overtime pay for such Holiday shall start at 8:00 AM of such Holiday and end at 8:15 AM of the day following such Holiday. From 8:00 AM Saturday to 8:15 AM Monday, double the regular shift hourly rate of pay shall be paid.

Subsection (e) The applicable day shift hourly rate of pay shall be paid for any work in excess of the regular assigned shift.

Subsection (f) Night shift work shall be voluntarily agreed to by the workers. Night shift shall be for "in the shop only."

The parties hereto mutually agree to cooperate to establish and maintain in the Motor Winding Division of the Electrical industry and within the territory in which they shall operate, a code of ethics and fair practices which will ensure compliance with the specific terms of this Agreement, and to direct their efforts individually and collectively, as circumstances may warrant, in every legal and proper way for the elimination of unfair competition and destructive procedures.

Seperability Clause

Section 7 [6.07]

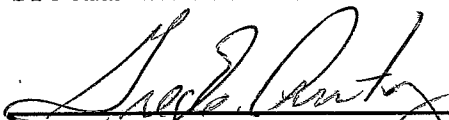
Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in

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L.U. 595, IBEW & NorCal, NECA
November 1, 2016 through October 31, 2018

full force and effect, and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.


IN WITNESS WHEREOF,

SIGNED FOR THE NORTHERN
CALIFORNIA CHAPTER, NECA
STOCKTON DIVISION



GREG E. ARMSTRONG
EXECUTIVE DIRECTOR
Stockton Division, Northern California Chapter,
National Electrical Contractors Association

SIGNED FOR LOCAL UNION 595
INTERNATIONAL BROTHERHOD OF
ELECTRICAL WORKERS



DANIEL O. CHIVELLO
BUSINESS MANAGER
Local Union 595,
International Brotherhood of Electrical Workers

DATED 10/3/2016

DATED 10/3/2016