

San Joaquin & Calaveras Counties Inside Construction Agreement

BETWEEN

STOCKTON DIVISION – NORTHERN CALIFORNIA CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

&

LOCAL UNION 595,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

EFFECTIVE

December 1, 2019 through November 30, 2022

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MASTHEAD

Agreement by and between the Stockton Division, Northern California Chapter, NECA and Local Union No. 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 “Chapter” shall mean the Stockton Division, Northern California Chapter, NECA and the term “Union” shall mean Local Union No. 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 beneficial relationship between the Employer, the Union and the public. Progress in industry demands a mutuality of confidence between the Employer and the Union. The Union recognizes the desirability of dealing with reputable and stable Employers. The Employer recognizes the responsibility of supplying the public with services performed by experienced personnel who can effectively install, service and maintain electrical installations in an efficient and safe manner prescribed by the National Fire Protection Association (NFPA), federal, state and local laws and ordinances. The Employer finds it economically impossible to maintain or recruit his manpower requirements for the intermittent and temporary character of the work inherent in the Building Trades Industry. Therefore, the Employer desires to avail him/herself of a proven method of securing trained personnel on short notice and requests the Union to assist him/her in meeting this public responsibility. All will benefit by continuous peace by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promise and agreements herein contained, the parties hereto agree as follows. No employee covered by the provisions of the Agreement will be discriminated against on the basis of his or her race, color, sex, gender identification, sexual orientation, marital status, religion, age, national origin or ancestry, with regard to hiring, promotion, termination, or any other term or condition of employment. The intent and purpose of this Section is to meet the spirit and letter of all federal and state laws, regulations and executive orders that deal with equal employment.

ARTICLE I

Effective Date – Changes – Amendments – Disputes

Effective Date

Section 1 [1.01]

This Agreement shall take effect December 1, 2019, and shall remain in effect until November 30, 2022, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.

Changes, Termination and Arbitration

Section 2 [1.02]

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.

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 Consent

Section 3 [1.03]

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.

Grievances – Disputes - PAGA

Section 4 [1.04]

Subsection (a) 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.

Subsection (b) It is mutually agreed that this agreement prohibits any and all violations of the sections of the California Labor Code that are listed in section 2699.5 of the California Labor Code Private Attorney's General Act of 2004 ("PAGA"). Such claims will be resolved exclusively through the procedures set forth in Article I and may not be brought in a court of law or before any administrative agency such as the California Labor Commissioner. This Agreement expressly waives the requirements of PAGA and authorizes the permanent arbitrator to award any and all remedies otherwise available under

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the California Labor Code except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency.

The parties agree to the following clarification of the existing practice regarding the grievance procedure under the collective bargaining agreement. The parties agree that the following text does not add new conditions but explains what has been their historical understanding and interpretation of the existing grievance procedure language. The following text makes the meaning of the existing grievance procedure language clearer.

The parties hereby confirm that all wage and hour claims that may be asserted by any employee who is employed under this agreement shall be resolved pursuant to the grievance arbitration procedures and not in a court of law. Claims for unpaid overtime and minimum wages, failure to receive all wages due, "waiting time" penalties, missed meal and rest period premiums, reporting pay, unpaid travel and training time, failure to receive proper itemized earnings statements and any similar or related wage and hour claims shall be resolved exclusively pursuant to the grievance and arbitration procedure set forth in this agreement, and the arbitrator(s) hearing such statutory claims shall have the full authority to remedy any such violations in the manner provided by law. The specified claims to be resolved under this agreement are claims based on alleged violations of California IWC Wage Order 16-2001. California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, and 1197. The parties hereby confirm their intent to incorporate each of the foregoing statutory and regulatory provisions into this agreement, such that a violation of any of them shall be considered a violation of the Agreement.

All grievances shall be brought by the Union alone. All such grievances shall be initiated and processed exclusively by the Union in accordance with the grievance and arbitration provisions in this Agreement and no employee shall be permitted to file or process any grievances without the approval of the Union. The employees (by and through the Union), shall be provided all substantive rights and remedies available as well as all statute of limitations period(s) under applicable law. It is the goal of the parties to swiftly and fairly address and resolve all employee concerns. The Employer and Union agree to work swiftly and cooperatively to resolve and remediate, if necessary, any disputes that arise.

Composition of Labor-Management Committee

Section 5 [1.05]

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 [1.06]

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.

Decision of Labor-Management Committee

Section 7 [1.07]

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. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

Arbitration

Section 8 [1.08]

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.

Status Quo

Section 9 [1.09]

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 [1.10]

Such grievances or questions in dispute must be brought to the attention of the duly authorized representatives of the parties to the Agreement within 30 days of their first occurrence to be properly considered as a grievance or question in dispute.

ARTICLE II

Employer Rights – Union Rights

Employer Qualifications

Section 1 [2.01]

Subsection (a) Certain qualifications, knowledge, experience and financial responsibility are required of every person 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, duly licensed by the State Contractors License Board, State of California, as an Electrical Contractor and maintaining a place of business for the conducting of an electrical construction and maintenance business, with a business telephone and open to the public during normal business hours and suitable financial status to meet payroll requirements and employing at least one (1) Journeyman regularly.

Subsection (b) An Employer or his designated representative may work with the tools. (This designation must be in writing to the Local Union and must be reported on the transmittal).

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Subsection (c) A place of business shall mean an established location in an industrial or commercial type building where the Employer or his representative can be reached by personal call, where he transacts his business with the public and solicits business in the area wherein his place of business is located.

Subsection (d) The Employer shall display a sign announcing the character of the business and shall maintain on the premises proper books, accounts and records incident to the conduct of such business.

Subsection (e) For the purpose and application of this Agreement, an established shop is a shop which has been established under the terms of this Agreement and recognized by the Union as such and soliciting business in this area.

Management Rights

Section 2 [2.02]

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.

Foreman Call-Out by Name

Section 3 [2.03]

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

- a. The employee has not quit his previous employer within the past thirty days.
- 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 an employee is called as a Foreman, he must remain a Foreman for 1,000 hours or must receive a reduction in force.
- d. The employee must have completed a Labor Studies class, a NECA Foreman Training class, an OSHA 10 class, and have current first aid and CPR certification.

Worker's Compensation Insurance

Section 4 [2.04]

For all employees covered by this Agreement, the Employer shall carry Worker's Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of 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 5 [2.05]

Subsection (a) Each Employer shall post a performance bond in the amount of \$25,000 in language agreed to by the parties to this Agreement as a guaranty of the prompt and full payment of fringe benefit contributions required by this Agreement. In lieu of such bond, an Employer may submit “Certification of Participation in the NECA West Payroll and Fringe Benefit Guarantee Trust Fund,” or may deposit with the Electrical Industry Service Corporation (“EISC” or “Corporation”) an amount equal to the aggregate payments of such fringe benefit programs over the preceding six (6) months, provided, however, that the aggregate amount on deposit shall not be less than \$2,000 or required to be in excess of \$25,000.

Subsection(b) Employers who fail to post the bond or otherwise satisfy the requirements of subsection (a) may, upon five (5) days written notice given by the EISC, be subject to having their employees removed until such time as the requirements of subsection (a) are met.

Jurisdiction

Section 6 [2.06]

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.

Portability (Non-Resident Employees)

Section 7 [2.07]

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 by the Council on Industrial Relations.

Favored Nations Clause

Section 8 [2.08]

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.

Section 9 [2.09]

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.

Loaning of Men

Section 10 [2.10]

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.

Contractor Eligibility

Section 11 [2.11]

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.

Electrical Installation

Section 12 [2.12]

Journeyman Wiremen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

Workmanship Corrections

Section 13 [2.13]

A Journeyman Wireman shall be required to make corrections on improper workmanship, for which he is responsible, at the applicable minimum wage rate and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employer shall notify the Union and the NECA office of workers who fail to adjust to this provision – corrections to be made only after a fair investigation by the Employer and the Business Manager of the Union.

Member Discipline

Section 14 [2.14]

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

Stewards

Section 15 [2.15]

Subsection (a) The Union shall have the right to appoint a steward at any shop or on any job where workers are employed under the terms of this Agreement. Such stewards shall be appointed from the employees of the individual Employer and shall see that this Agreement and working conditions are observed, and shall be allowed sufficient time to perform these duties during regular working hours.

Subsection (b) The Business Manager shall notify the Employer of the appointment of the steward.

Subsection (c) The Employer shall notify the Union at least twenty-four (24) hours in advance of the termination, layoff or discharge of a steward, except where terminated for cause.

Subsection (d) Under no circumstances shall any 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.

Union Access to Work Site

Section 16 [2.16]

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.

Picket Lines

Section 17 [2.17]

Subsection (a) 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 picket line, whether at the premises of another Employer or the employee's own Employer.

Subsection (b) 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.

Productivity

Section 18 [2.18]

Subsection (a) 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 piece work.

Subsection (b) No Employer or member of the Union or their agents shall give or accept directly or indirectly any rebate of wages. Any Employer found violating this provision shall be subject to having his Agreement terminated upon written notice thereof being given by the Union.

Employee Tools

Section 19 [2.19]

Where employee's tools are not covered by the Employer's breaking and entering insurance, replacement will be made through the Labor-Management Committee Trust (LMCT) with the following provisions:

Subsection (a) Loss must have been an actual break-in or forced entry and have been reported to the proper authorities covering the area involved by employee or others.

Subsection (b) The liability for tools lost shall be limited to the tool list, less the first twenty dollars (\$20), which shall be the responsibility of the employee.

Subsection (c) A list of tools carried by the employee must be given to the Employer at the time of hire.

Subsection (d) The following is a list of tools that a Journeyman Inside Wireman must supply:

1	3/4" Wood Chisel	1 PR	Pliers – 8" Side Cutting
1	Tool Pouch	2 PRS	Pliers – 9" Channel Lock
1	Belt	1 PR	Pliers – Long Nose
1	Wire Stripper	1	6" Crescent Wrench
1	12" Hacksaw	1	10" Crescent Wrench
1	12" Half-Round File	1	Voltage Tester
1	10" Smooth File	1 PR	Diagonal Pliers
1	Flashlight	1	6 oz. Plumb Bob
1	Rule – 6' or More – 20' Maximum	1	Center Punch
1	No. 3 Diston Compass Saw	1	Combination Machinist Square – 10"
1 EA	Screwdriver – Large, Medium, and Small	1	Tool Box
1	Screwdriver – Offset	1	14" Pipe Wrench or Chain Tongs
1 EA	Screwdriver – Phillips – Large, Medium, Small	1	Latest National Electric Code
1	Screwdriver – Phillips – Offset	1	Electrical Safety Orders, Calif. (Latest Edition)
1	Tin-Snips – 10"	1	Tap Wrench
1 SET	Open End Wrenches – 1/4" TO 9/16"	1 SET	Allen Wrenches to 3/8"
1	Claw Hammer – Non-Metallic Handle	1 SET	Spin Tite Sockets to 3/8"
1	Electricians Knife	1	Multimeter
1	Torpedo Level		

Subsection (e) The Employer shall furnish all other necessary tools or equipment. Workers shall be held responsible for tools or equipment issued to them provided the Employer furnishes the necessary locker, tool boxes or other safe places for storage.

Employer Furnished Tools

Section 20 [2.20]

Subsection (a) The Employer shall furnish a suitable place for the employees to leave their tools during the time that the employees are off the job or project. Employers will be held responsible for all tools unless a suitable place is provided.

Subsection (b) The Employer shall identify all vehicles primarily used to transport materials, tools, workers or equipment for work covered by this Agreement. The firm name and location must be affixed to both sides of each vehicle in a permanent manner with two-inch (2") legible letters accepted as

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minimum. Magnetic signs will not comply with this Section. All rented vehicles, without signs, must be registered with the Union.

IBEW Label – Tools and Equipment

Section 21 [2.21]

The policy of the Local Union and its members is to promote the use of materials and equipment manufactured, processed and repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers, to the extent lawful and proper.

Union Security

Section 22 [2.22]

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later.

Union Recognition

Section 23 [2.23]

The Employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive collective bargaining agent for all employees performing electrical work within the jurisdiction of the Union on all present and future job sites, if and when a majority of the Employer's employees authorizes the Union to represent them in collective bargaining.

Union Cancellation of Agreement

Section 24 [2.24]

The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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 IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

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.

Probationary Period for Apprentices

Section 25 [2.25]

The first 2,000 hours (approximately one year) of on-the-job-training and the first two semesters of related instruction shall be a “tryout” or probationary period. During the probationary period the apprenticeship agreement may be canceled by the request of the committee or the apprentice.

Scholarship Agreement

Section 26 [2.26]

It is the understanding of the parties to the agreement that the funds contributed by signatory employers to the Apprenticeship and Training Trust Fund will not be used to train Apprentices who will be employed by employers not signatory to a Collective Bargaining Agreement with the International Brotherhood of Electrical Workers. Therefore, the trustees of the Trust Fund and the members of the Joint Apprenticeship and Training Committee shall adopt and implement a scholarship agreement program which will require Apprentices employed by signatory employers to repay the cost of training either by service following training within the Union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory employer, without the permission of the parties to this agreement. The cost of training shall include the reasonable value of all Trust Fund and JATC materials, facilities, and personnel utilized in training.

Category I Provisions

Section 27 [2.27]

The parties to this agreement agree henceforth that any additions and/or modifications to the Category I provisions, which are considered Standard Agreement Language by the International Office of the IBEW and the National Office of NECA, shall be reviewed and a determination made, within 30 days of publication, as to the applicability of the additions and/or changes to this agreement. If deemed applicable, by the parties to this agreement, the applicable language will be inserted, signed by the parties hereto, and submitted to the International Office of the IBEW for approval within 30 days of said determination. The insertion of any Category I language during the term of this agreement does not open the rest of the agreement for negotiations.

Harassment Language

Section 28 [2.28]

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

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

ARTICLE III

Hours – Wages – Working Conditions

Workday and Workweek

Section 1 [3.01]

Subsection (a) Eight hours work between the hours of 7:00 AM and 3:30 PM with thirty minutes for a lunch period shall constitute the work day. Five such days, Monday through Friday, shall constitute the work week.

Subsection (b) Working hours may be changed to conform with weather conditions, the needs of a particular job or to coincide with other crafts with prior notification by the Employer to the Union Office. Such change of time shall not exceed one (1) hour unless required by the owner, General Contractor, or Awarding Agency.

Subsection (c) In the event that workers are required to work beyond the scheduled quitting time, the workers shall receive a 1/2 hour lunch break after the first two hours of overtime. An additional 1/2 hour lunch break will be required for each four hours worked. Meals will be provided by the Employer for unscheduled overtime. Scheduled overtime is work scheduled the prior day.

Subsection (d) Rest periods shall be allowed and shall be in compliance with California Industrial Welfare Commission wage orders. If food and/or liquids are not allowed in a building due to owner or general contractor mandate, employees shall be allowed adequate time to take a ten minute net rest time at a designated location(s) determined by the employer to allow for the rest and consuming of food and/or liquid.

Four 10-Hour Days

Section 1 [3.01]

The Employer, with 24-hour prior notice to the Union, may institute a workweek consisting of four consecutive 10-hour days between the hours of 7:00 AM and 6:00 PM, Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a makeup day, and if utilized, a minimum of eight hours must be scheduled. After 10 hours in a workday, or 40 hours in a workweek, overtime shall be paid at the rate of 1 ½ times the regular rate of pay.

Overtime – Holidays

Section 2 [3.02]

Subsection (a) Double the straight time rate of pay shall apply to all overtime worked excepting two hours before or after the regular work day will be paid at the time and one half rate, Monday through Friday. The first eight hours on Saturday will be paid at the time and one half rate.

Subsection (b) All other work performed outside the regularly scheduled working hours and on Sundays and the following Holidays: New Years Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas and

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Christmas Day, or days celebrated as such, shall be paid for at the double time rate, except as herein provided. Should any of the above named holidays fall on Saturday or Sunday, the Friday before or the following Monday shall be observed as the holiday. 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.

Holidays	2020	2021	2022	
New Year's Day	Wed. 1/1	Fri. 1/1	Fri. 12/30	
Washington's Birthday	Mon. 2/17	Mon. 2/15	Mon. 2/21	
Memorial Day	Mon. 5/25	Mon. 5/31	Mon. 5/30	
Fourth of July	Fri., Sat. 7/3, 7/4	Mon. 7/5	Mon. 7/4	
Labor Day	Mon. 9/7	Mon. 9/6	Mon. 9/5	
Veteran's Day	Wed. 11/11	Thur. 11/11	Fri. 11/11	
Thanksgiving Day	Thur. 11/26	Thur. 11/25	Thurs. 11/24	
Day after Thanksgiving	Fri. 11/27	Fri. 11/26	Fri. 11/25	
Day before Christmas	Thur. 12/24	Thur. 12/23	Fri. 12/23	
Christmas Day	Fri. 12/25	Fri. 12/24	Mon. 12/26	

Subsection (c) **SHIFT OVERLAP** –Where a single daily shift runs into overtime, a rest period of at least six (6) hours is required before the start of the next day's shift. If this minimum rest period does not occur, the hours worked on the second day are treated as if there had been no rest period and the overtime rate continues from the end of the first day's shift.

Subsection (d) **OCCUPIED PREMISES** – Workers from any shop may be used outside of regular working hours at the rate of time and one-half the regular straight time rate of pay for installations in occupied industrial, commercial and residential buildings or structures after the original electrical installation in such building has been completed and the premises are in possession of and in use by the tenant or owner for whom the work is done from 7:00 AM Monday through 11:30 PM Saturday. Hours worked in excess of 12 hours, hours worked on holidays, Sundays, the day before New Years Day, the day after Thanksgiving and the day before Christmas, will be paid at double the regular straight time rate of pay. This includes the repairing, remodeling and renovation of existing electrical systems, equipment, appliance, lighting fixtures and lamps.

Payment of Wages

Section 3 [3.03]

Subsection (a) Wages shall be paid weekly, in cash or by check, not later than quitting time on Friday of any week . If a holiday is on a Friday then payday is on Thursday and if a holiday falls on Thursday and Friday then payday is Wednesday. However, when Monday, Tuesday, or Wednesday is celebrated as a Holiday/Off Day, the employer shall have one (1) additional day to prepare the payroll and deliver the paychecks to the employees.

- (1) If an employee quits his employment, his 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 intention to quit, excluding Saturdays, Sundays, and Holidays, in which case the employee is entitled to his wages at the time of quitting.
- (2) Wages shall be paid on the job or workers shall be allowed a sufficient amount of time to reach the employer's shop before quitting time, provided workers have turned in time reports as required.
- (3) 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 by Friday of each pay period.
- (4) Direct Deposit of pay is allowed by the Employer with the agreement of the Employee. The Employer will be responsible for any financial penalties if the direct deposit is not made to the Employee's account in accordance with the time requirements of Article 3, unless there are circumstances beyond the employer's control.

Subsection (b) Straight time at the hourly rate shall be charged for time waiting for pay, except in cases due to a clerical error, provided workers have turned in approved time reports, as required, to their employers.

- (1) For the purpose of this Section, waiting time pay shall be limited to the following hours:
 - (a) 7:00 AM to 3:30 PM for a maximum of eight (8) hours for each succeeding regular workday, excluding Saturdays, Sundays, and Holidays.
 - (b) Any time spent waiting for pay during the regular working hours shall be charged at the regular rate until payment is made.

(2) Tender of such waiting time pay either to the Union Business Office or to the employee shall terminate any further waiting time.

Subsection (c) The Employer shall, at the time of payment of wages, furnish each of his employees 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.

Subsection (d) Any employee being paid by a check that is non-negotiable due to insufficient funds shall be entitled to compensation as provided for non-payment of wages, as set forth in this Agreement.

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(1) Any Employer issuing such non-negotiable checks shall thereafter pay all employees in cash or certified check.

Subsection (e) 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 3:30 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.

Subsection (f) A worker laid off or discharged by the Employer shall be paid all of his wages immediately and be given sufficient time to gather his tools and personal belongings.

Any employee reporting to work at his regular assigned starting time and laid off any time in the first four (4) hours of work shall be paid four (4) hours time.

Any employee reporting to work at his regular assigned starting time and laid off during his normal lunch period shall be paid five and one-half (5 1/2) hours time.

Any employee reporting to work at his regular assigned starting time and laid off after his lunch period shall be paid eight (8) hours time or applicable shift time.

Subsection (g) Any employee being laid off, permanently, after having worked less than four (4) hours shall receive pay for four (4) hours, and if laid off after working more than four (4) hours but less than eight (8) hours, he/she shall receive pay for eight (8) hours.

Subsection (h) Any person reporting for work and being laid off, not having been notified the day previous of such a layoff, shall receive not less than four (4) hours wages unless discharged for just cause.

Wage Rates – Minimum Wage Rates

Section 4 [3.04a]

The wage package shall be increased as follows: \$2.25 effective June 1, 2020; \$2.50 effective June 1, 2021, \$2.50 effective June 1, 2022.

The minimum hourly rate of wages (including vacation) shall be as reflected in Appendix A.

It is mutually agreed that any portion of any agreed wage settlement during the term of this Agreement may be added to any of the fringe benefits that exist, as stipulated by the membership of the IBEW Local Union 595. The Union shall send notice to the Employer at least sixty (60) days prior to the effective date of any increase, of the allocation it desires as respects such increases.

Apprentices shall receive all fringe benefits, except in the area of pension fund participation. The first-year Apprentices shall receive NEBF, and for all subsequent periods, the Apprentices shall receive a Local Pension contribution in proportion to their wage rate percentages.

General Foreman, Foreman, Cable Splicer and Apprentice rates shall be adjusted to maintain existing percentage differentials from the Journeyman rates, provided that no Employer shall be required to make any pension contributions in excess of the maximum permitted by law.

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Public Works Projects (Prevailing Wage Rate)

Section 4 [3.04b]

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

Classifications/Wages

Section 5 [3.05]

Effective June 1, 2020, the minimum hourly rate of wages take effect. Foreman rate changes to 120% effective December 1, 2019; Increases shall be as follows:

Journeyman Wireman	\$40.00
Journeyman Technician	100% of Journeyman Wireman Rate
Foreman/Certified Welder & Cable Splicer (When certification required)	120% of Journeyman Wireman Rate 12/1/2019
General Foreman	130% of Journeyman Wireman Rate

Apprentice Wireman

1 st Period	45% of Journeyman Wireman Rate
2 nd Period	50% of Journeyman Wireman Rate
3 rd Period	55% of Journeyman Wireman Rate
4 th Period	60% of Journeyman Wireman Rate
5 th Period	70% of Journeyman Wireman Rate
6 th Period	85% of Journeyman Wireman Rate

Working Dues

Section 6 [3.06]

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.

High Time

Section 7 [3.07]

All safety provisions to comply with State of California Construction Safety Orders, General Industry Safety Orders and state Labor Code. On jobs where workers are required to work from unguarded trusses, scaffolds, frames, ladders, etc. at a distance of forty (40) feet or more from the ground or floor or are required to work on unguarded stacks or towers at a distance of sixty (60) feet from the ground supporting structures, they shall be paid at time and one half the regular rate for such work. State of California Construction Safety Orders shall be used in determining safe supporting structures.

Travel Time – Subsistence

Section 8 [3.08]

Subsection (a) When workers are directed by the Employer to report to the Employer's shop, the Employer shall furnish transportation and pay for traveling time from shop to job, job to job, and job to shop.

(1) Workers may be required to report directly on their own time in their own transportation to any job in San Joaquin County and shall work eight (8) hours on the job. New workers reporting to the job shall report to the Employer or the Employer's representative and the Union Steward. Employees shall be required to report directly on their own time and in their own transportation to one job only per day.

Subsection (b) Workers who are required to report directly to any job in Calaveras County in their own transportation and work eight (8) hours on the job shall be reimbursed for travel and subsistence as follows:

- (1) \$30.00 per day shall be reimbursed for reporting to jobsites on the west side of Highway 49.
- (2) \$30.00 per day shall be reimbursed for reporting to jobsites within the city limits of San Andreas, Angles Camp, and Mokelumme Hill.
- (3) \$60.00 per day shall be reimbursed for reporting to jobsites on the east side of Highway 49 excluding jobsites addressed in Subsection (b) (2) above.

Foreman Clause

Section 9 [3.09]

Subsection (a) Any job on which four (4) or more workers are employed shall require a Foreman. Any job on which ten (10) or more workers are employed, shall require a General Foreman. When there are eleven (11) workers on the job, a Foreman shall be added. For each additional ten (10), an additional Foreman shall be required. A Foreman or a General Foreman shall supervise not more than nine (9) workers. No worker shall be allowed to supervise work as a General Foreman or Foreman on more than one job at a time.

Subsection (b) Employers may, upon written notification to the Local Union, employ a Shop General Foreman for the purpose of coordination of jobs, trouble calls, transfer of men from job to job and supervision of workers. The Shop General Foreman may not supervise workers on any job that warrants a Foreman.

Subsection (c) Journeymen shall take directions from their respective Foreman or General Foreman only. The Foreman shall take directions from a General Foreman only (when the job warrants one) or from the Employer or his representative when the job does not warrant a General Foreman.

Termination – Show-up Pay

Section 10 [3.10]

Subsection (a) When an Employee is terminated for any reason, he shall be given a termination notice stating the reason and the date of termination. It shall be the responsibility of the Employer or his representative to complete the termination notice. Copies of each notice shall be supplied to the Union and the authorized representative of the Association. Any Employee being laid off shall be notified prior to quitting time and given sufficient time to gather his tools and belongings. The Employee shall proceed as follows:

- (1) Gather his tools and belongings immediately.
- (2) Secure his termination slip and pay.
- (3) Leave the job as soon as possible and cause no disturbance.
- (4) If for any reason he believes himself discriminated against, then he shall file a written grievance with the Business Manager of the Union within forty-eight (48) hours after the end of the work day on which termination occurred (Saturdays, Sundays and Holidays excluded.)

Subsection (b) When workers 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. Workers shall remain available for working during this two (2) hour period.

Subsection (c) Workers are not to report to work when weather conditions have made it impractical to work. Workers reporting to work when these conditions exist will not be paid show up time.

Shift Work

Section 11 [3.11]

When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall be worked between the hours of 4:30 PM and 12:30 AM. Workers 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.

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

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.

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.

Shift Work – Full Benefits

Section 12 [3.12]

Subsection (a) Workers on the day shift shall receive eight (8) hours pay and benefits at the regular hourly rate for eight (8) hours work.

Subsection (b) Workers on the “swing shift” shall receive eight (8) hours pay and benefits at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work.

Subsection (c) Workers on the “graveyard shift” shall receive eight (8) hours pay and benefits at the regular hourly rate plus 15% for seven (7) hours worked.

Carrying Tools or Materials

Section 13 [3.13]

Carrying tools or materials to or from the job is considered working and no member shall carry tools or materials outside of working hours. No Employee by this Agreement shall be allowed to loan, rent or lease tools or equipment of any kind to an Employer.

Subsection (a) Any vehicle of the Employer may be used by an employee outside of regular working hours if the vehicle and the employee have been previously registered with the Union.

Scope of Work

Section 14 [3.14]

Subsection (a) Workers employed under the terms of this Agreement shall do all electrical construction, installation, maintenance and tests of systems involving:

- ♦ electrical lighting,
 - ♦ heat,
- ♦ power and control for air conditioning,
- ♦ computer floor cable and connections,
 - ♦ power generating,
- ♦ under carpet raceway and electrified furniture partitions,
 - ♦ electrified crane and trolleys,
 - ♦ heat tracing,
 - ♦ life safety and emergency,
 - ♦ programmable controllers,
 - ♦ UPS and clean power,
 - ♦ high voltage distribution,
 - ♦ instrumentation,
- ♦ conveyors, and robotics including floor antenna wiring,

- ♦ street lighting,
- ♦ traffic signals,
- ♦ welding related to support structures,
 - ♦ grounding and grids,
- ♦ bus duct, gutters, cable tray and supports,
- ♦ all raceways (including underground conduits, duct bank and all supports),
 - ♦ photovoltaics.

This shall include all temporary electrical maintenance of pumps, fans, blowers, and other electrical equipment, installation or erection work in new buildings in the course of construction and in old buildings undergoing alterations, in subways, tunnels and bridges.

Subsection (b) All work of joining, splicing and insulating and the placing of flame proof covering where wiped lead joints are necessary, shall be performed by a Cable Splicer. Journeymen only shall be used in assisting Cable Splicers. Cable Splicers shall not be required to work on wires or cables when the difference in potentials is over 300 Volts between any two conductors or between any conductor and ground unless assisted by another Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 440 Volts.

Subsection (c) The handling and moving of all electrical material, equipment and apparatus to be installed by workers employed under the terms of this Agreement shall be performed by such workers. Their work shall also include the welding, burning, brazing, drilling and shaping of all copper, angle iron and brackets to be used in connection with the installation of electrical wiring and equipment. Also the chasing and channeling necessary to any electrical work shall be performed by workers employed under the terms of this Agreement.

Subsection (d) Certified Welder premium pay will be paid to a Journeyman Wireman who has passed certification on a job that requires such certification.

Subsection (e) On all energized circuits or equipment carrying 440 Volts or over, as a safety measure, two (2) or more Journeymen must work together, one (1) standing by wearing rubber gloves.

Subsection (f) Adequate safety and protective devices shall be supplied workers by the Employer on all hazardous work in accord with the Safety Orders of the Industrial Accident Commission and rules of the Union. They shall also observe instructions of the Employer in matters of safety, provided such instructions are not in conflict with the Safety Orders of the Industrial Accident Commission and recognized practices in the trade.

Prefabrication

Section 15 [3.15]

Any basic item in a standard manufacturer's catalogue, which is available to all contractors, shall not be considered as prefabricated material under the terms of this Agreement. Electrical Employees employed under the terms of this Agreement shall do all electrical construction, installation, or erection work including fabrication or prefabrication of boxes, brackets, bends and nipples and all electrical maintenance thereon including the final running tests. This section shall not apply to the use of catalogue items which are available to the contractors in the industry nor be applied or interpreted in any manner contrary to applicable law. In order to protect and preserve, for employees covered by this Agreement, all work heretofore performed by them, including but not limited to prefabrication of electrical materials,

except standard catalogue items, shall be performed by workmen employed under the terms of this Agreement.

ARTICLE IV

Referral Procedure

Introduction

Section 1 [4.01]

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 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.

Exclusive Referral

Section 2 [4.02]

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

Right of Rejection

Section 3 [4.03]

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

Non-Discriminatory Referral

Section 4 [4.04]

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 accord with the following procedure.

Register of Applicants

Section 5 [4.05]

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

JOURNEYMAN WIREMAN – JOURNEYMAN TECHNICIAN

GROUP I

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

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group 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 IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III

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

GROUP IV

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

48-Hour Clause

Section 6 [4.06]

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 [4.07]

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.

Normal Construction Labor Market

Section 8 [4.08]

“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:

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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 area under the Davis-Bacon Act to which the Agreement applies.

Resident

Section 9 [4.09]

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

Examinations

Section 10 [4.10]

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 IBEW. 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.

Out-of-Work List

Section 11 [4.11]

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.

Short Work Week

Section 12 [4.12]

An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Order of Referral

Section 13 [4.13]

Subsection (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the “Out of Work List” and then referring applicants in

the same manner successively from the “Out of Work List” in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

Repeated Discharge

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

Bona Fide Requirements

Section 14 [4.14]

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

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 15 [4.15]

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 these members.

Section 16 [4.16]

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 4.04 through 4.14 of the 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.

Inspection of Records

Section 17 [4.17]

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.

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Posting of Referral Procedure

Section 18 [4.18]

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.

Hiring and Transferring of Apprentices

Section 19 [4.19]

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

ARTICLE V

Apprenticeship and Training

Joint Apprenticeship and Training Committee

Section 1 [5.01]

There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either six or eight members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

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

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

Section 2 [5.02]

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

Section 3 [5.03]

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.

Section 4 [5.04]

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 telecommunication 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.

Section 5 [5.05]

The JATC may select and employ a part-time or 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.

Section 6 [5.06]

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.

Admission and Indenturement

Section 7 [5.07]

All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two (2) years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Apprenticeship Ratio

Section 8 [5.08]

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.

Section 9 [5.09]

Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every reasonable 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.

Section 10 [5.10]

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

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

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

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

Section 11 [5.11]

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.

Supervision of Apprentices

Section 12 [5.12]

Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wireman or fraction thereof as illustrated below.

Number of Journeymen Maximum Number of Apprentices/Unindentured

1 to 3 2

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4 to 6 4

etc. etc.

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

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

Section 13 [5.13]

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 (4) years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

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

Section 14 [5.14]

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.

Training Trust Fund

Section 15 [5.15]

The parties to this Agreement shall be bound by the Local Joint Apprenticeship 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.

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Apprenticeship Contribution

Section 16 [5.16]

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 4.75% of the base Journeyman wage rate at straight time for each hour worked by each employee under this Agreement. 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

Fringe Benefits

National Electrical Benefit Fund (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 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 his agreement terminated upon seventy-two (72) hours’ notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

Pension Trust

Section 2 [6.02]

Subsection (a) The Employer agrees to comply with the terms of the IBEW Local 595 Pension Trust Agreement, as it may from time to time be amended, and any individual Employer record-keeping requirements as are or may be required by ERISA. Copies of the Alameda County Electrical Workers Pension Trust and Plans are available at the office of the Trust Administrator, the office of Local Union 595, or the office of the Northern California Chapter, NECA. No amendment of the Plan or Trust shall preclude the continued participation or commencement of participation of any Employer or employee of a

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type previously permitted to participate in the Trust and to have contributions made to the Trust and benefits provided under the terms of any Plan adopted by the parties.

Subsection (b) The Employer agrees to pay the sum specified in Appendix A for each hour worked by all employees working under the terms of this Agreement in and to said Pension Trust and any further amount allocated to the Pension Trust pursuant to the provisions of Section 3.04(a) for the purpose of providing benefits and paying the costs of administration of pension plans established pursuant to the provisions of such Trust.

Health and Welfare Trust

Section 3 [6.03]

Starting June 1, 1977, the Employer shall pay into a jointly operated Health and Welfare Fund the sum, as specified in Appendix A for each hour worked by all employees working under the terms of this Agreement; this fund to be set up in a local bank and administered by a Joint Board of Trustees, an equal number appointed separately by the Association and the Union. The Union and the Association shall establish locally and become parties to local Agreements.

Contract Administration Fund

Section 4 [6.04]

Subsection (a) The Employer shall pay 1.525% of his gross monthly payroll covering all work under the terms of this Agreement to the Contract Administration Fund (“CAF”) of San Joaquin and Calaveras Counties.

Subsection (b) These contributions will assist in offsetting the costs associated with administering the Apprenticeship and Journeyman Training Trust, Contract Administration Fund, Health & Welfare Trust, Labor-Management Cooperation Committee and Pension Trust. These funds will also assist in offsetting the costs associated with negotiating the Inside Construction Agreement and Outside Construction 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.

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 administered solely 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%).

Employee Vacations

Section 5 [6.05]

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

Subsection (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 the particular shop or job.

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

Timely Payment of Fringe Benefits

Section 6 [6.06]

Individual Employers who fail to remit as provided in Section 6.01, 6.02, 6.03, and 6.04 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.

Section 7 [6.07]

Subsection (a) The failure of an individual Employer to comply with the provisions of Sections 6.01, 6.02, 6.03 and 6.04 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 (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 (a) 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 Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

Electrical Industry Service Corporation

Section 8 [6.08]

Subsection (a) The fringe benefit trusts referred to in this Agreement shall pay such amounts, as set from time to time by their trustees, to fund the Electrical Industry Service Corporation ("EISC" or "the Corporation") so that it can perform the services set forth in Section 6.07 or elsewhere in this Agreement.

Subsection (b) The EISC or its authorized representative shall serve as the custodian of fringe benefits for all fringe benefit contributions required by this Agreement, by other collective bargaining agreements between the Chapter and the Union requiring contributions to any of the fringe benefit trusts referred to in this Agreement, and by subscription agreements approved by the trustees of the fringe benefit trusts referred to in this Agreement. As custodian of fringe benefits, the EISC shall receive Employer fringe

benefit contributions, maintain records of such contributions, distribute such contributions to the various fringe benefit trusts, and perform other related services. The EISC will also provide collection assistance in the event a contributing Employer is delinquent in its contributions to any of the fringe benefit trusts referred to in this Agreement. In so doing, the EISC may take all necessary and lawful steps to collect such delinquencies, including but not limited to, instituting collection proceedings, directing payroll audits, demanding joint check arrangements and removing manpower. The EISC may require an Employer who is delinquent in its contribution obligations to the trusts referred to in this Agreement to submit to expedited arbitration before an arbitrator selected by the EISC. The arbitrator shall be listed with the California State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service. Such arbitrator shall have primary and exclusive jurisdiction over all questions, disputes, or disagreements related to the delinquency that arise under this Agreement or the plan documents governing the trusts referred to in this Agreement. The decision of the arbitrator shall be final and binding as to all matters within his or her jurisdiction, and, in connection therewith, the arbitrator shall have the power to make binding determinations regarding money owed to the trusts. The EISC is authorized to collect from delinquent Employers all collection costs, including but not limited to, attorneys fees, audit costs, arbitration costs and court costs as permitted by law or this Agreement.

Subsection (c) The Chapter and the Union agree to instruct their respective appointed trustees to adopt resolutions and/or amendments to the applicable trust agreements permitting the EISC to perform on behalf of each such trust the functions set forth in this Section 7 [6.07].

Subsection (d) The EISC shall maintain separate financial records, have an annual audit conducted and operate according to an annual budget.

Subsection (e) The payment of the fringe benefit contributions required by this Agreement shall be made no later than twenty (20) calendar days following the last day of the month in which hours were worked. Such payments shall cover all hours worked in all payroll weeks ending within the month for which contributions are being paid, and shall be accompanied by a transmittal containing the names, social security numbers, wage rates, hours worked, gross wages earned, benefits woiing, and other pertinent information relating to covered employees for such hours worked. Payments not received by the twentieth (20th) day of the current month shall thereupon become delinquent and such delinquent Employer shall pay to the EISC the sum of ten dollars (\$10.00) per delinquency or twenty percent (20%) of the unpaid contributions, whichever is the greater, as and for liquidated damages, plus interest upon the total amount from date due.

Subsection (f) The EISC shall have the authority to adjust, compromise, and/or settle all claims for delinquent contributions, liquidated damages, interest and attorneys' fees, in whole or in part. The EISC shall also have full authority to "write off" uncollectible accounts not prudent to pursue.

Subsection (g) The EISC is authorized to conduct audits of contributing Employers' payroll records, contribution payments, transmittal reports, and related records. Such audits may be conducted on a random basis, provided that no Employer shall be selected on a strictly random basis more than once during any five-year period. Random audits shall cover a period of one full year preceding the EISC's notice and demand for audit entry. In addition, the EISC may conduct exit audits of Employers who have ceased paying contributions to any of the fringe benefit trusts referred to in this Agreement, and/or have terminated their collective bargaining agreement with the Union, for up to three (3) years preceding the date of ceasing to tpay contributions or terminating the collective bargaining agreement, whichever is earlier. Further, the EISC may conduct direct audits of Employers when the EISC has reason to believe such Employers may not be complying with their fringe benefit contribution obligations.

Subsection (h) In the event that an audit conducted pursuant to subsection (g) above reveals a delinquency in an amount in excess of five percent (5%) of the total contributions owing for the audit period, the responsible Employer may be audited for up to an additional three (3) years, as the auditors or the EISC recommend. Additionally, said Employer is liable for the costs of the audit, in addition to the liquidated damages and interest due for any delinquency.

Subsection (i) The EISC may require an Employer who is delinquent in its contribution obligations to the trusts referred to in this Agreement to pay such delinquencies and/or future contributions by checks issued jointly to the Employer and the EISC from the general contractors, prime subcontractors, and/or other parties paying the Employer for the work giving rise to the contribution obligations. The EISC may require such joint check arrangements so long as the EISC reasonably believes such arrangements are necessary to ensure prompt payment of required fringe benefit contributions.

Loss of Manpower and Termination of Agreement

Section 9 [6.09]

Subsection (a) To reduce the legal costs associated with efforts to collect delinquent fringe benefit contributions, and to reduce the risk of loss from such delinquencies, the principal officers of the EISC may withdraw a delinquent Employer's manpower, upon five (5) days written notice, if the Employer is either sixty (60) days delinquent in its fringe benefit contribution obligations under this Agreement, or has been late in paying required contributions four or more times within any twelve month period.

Subsection (b) For the same reasons set forth in subsection (a) above, the principal officers of EISC may withdraw a delinquent Employer's manpower, upon five (5) days written notice, after one month's delinquency if the principal officers of the EISC reasonably believe there is imminent risk of being unable to collect the delinquent contributions.

Subsection (c) In addition, individual Employers who are sixty days delinquent in their fringe benefit contribution obligations under this Agreement may be subject to having this Agreement terminated upon five days written notice, being served by the Union, provided the individual Employer fails to show satisfactory proof that the contributions owing were paid.

ARTICLE VII

National Electrical Industry Fund (NEIF)

Section 1 [7.01]

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

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

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

ARTICLE VIII

Local Labor-Management Cooperation Committee (LMCC)

Labor-Management Cooperation Trust

Section 1 [8.01]

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

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

Section 2 [8.02]

The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts,

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agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 3 [8.03]

Each Employer shall contribute nineteen cents (\$0.19) for each hour worked by each employee covered under 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 Northern California Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 4 [8.04]

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to fifteen percent (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.

Northern California Electrical Construction Industry Labor Management Cooperation Trust

Section 5 [8.05]

The parties agree to participate in the Northern California Electrical Construction Industry Labor-Management Cooperation Trust (NCECI). The Employer shall pay thirty cents (\$.30) per hour for each hour worked by each employee covered under this Agreement. Such funds shall be directed to the NCECI program from contributions made to the San Joaquin Valley Electrical Construction Industry Labor-Management Trust Fund.

ARTICLE IX

National Labor Management Cooperation Committee

Section 1 [9.01]

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, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) to enhance the involvement of workers in making decisions that affect their working lives; and
- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 2 [9.02]

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

Section 3 [9.03]

Each Employer shall contribute one cent (\$0.01) 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 Northern California Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 4 [9.04]

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

ARTICLE X

Safety

Section 1 [10.01]

There shall be 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. Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

Section 2 [10.02]

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 the Chair or when called by a majority of the current Committee members.

Section 3 [10.03]

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 terms 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.

Section 4 [10.04]

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

Section 5 [10.05]

Journeymen Wiremen, while splicing cable shall not be required to work on wires or cables when the difference in potentials is over 300 volts between any two conductors or between any conductor or ground, unless assisted by one Journeyman. In no case, shall Journeyman Wireman, while splicing cable, be required to work on energized cables carrying in excess of 440 Volts.

Safety Equipment

Section 6 [10.06]

The employer shall furnish all safety equipment, including hard hats and steel-toed shoes when such are required and shall also furnish proper individual protective gear to workers engaged in burning and welding operations.

Employer's Responsibility

Section 7 [10.07]

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

ARTICLE XI

Substance Abuse

Section 1 [11.01]

The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XII

Code of Excellence

Section 12.01. 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

National Electrical 401(k) Plan (NEFP)

Section 1 [13.01]

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 to the NEFP or its

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designee any and all bargaining unit employee elective deferrals within seven 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.

Inasmuch 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.

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.

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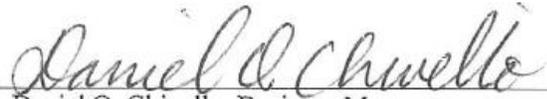
SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

Signed for the Stockton Division,
Northern California Chapter,
National Electrical Contractors Association, Inc.

Signed for Local Union 595,
International Brotherhood of Electrical Workers



Greg E. Armstrong, Executive Director



Daniel O. Chivello, Business Manager

Date: 11/18/19

Date: 11-18-19

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SUPPLEMENTAL TUNNEL AGREEMENT

This Supplemental Tunnel Agreement entered into this first day of June, 1978, between the Stockton Division, Northern California Chapter, National Electrical Contractors Association, hereinafter referred to as the Association and Local Union 595 of the International Brotherhood of Electrical Workers, hereinafter referred to as the Union. The term Employer shall mean an individual firm who has been recognized by an assent to this Agreement.

It is the desire of the parties hereto to negotiate a Supplement to the current Inside Wireman's Agreement to provide for conditions governing tunnel construction.

This Supplement shall run concurrently with the current Inside Wireman's Agreement.

This Agreement may be opened for negotiation of wages and fringes only ninety (90) days prior to the anniversary date of November 30, 2005. Article 1.02 of the Inside Wireman's Agreement shall be applicable.

All Articles of the current Inside Wireman's Agreement shall become part of this Supplemental Agreement, specifically including the last paragraph of Section 3.14(f) covering tunnel construction, unless those conditions are specifically modified by this Supplement.

Wages

Section 1

The following shall be the minimum rate of wages for work performed in any uncompleted tunnel or shaft.

	*12/1/2019
Journeyman (105% of Inside Journeyman rate)	\$42.00
Foreman *120%	\$48.00
General Foreman (130%)	\$52.00
Journeyman Wireman when Splicing Cable or Welding (115%) [when certification required]	\$46.00

* Wages effective subsequent to June 1, 2020, are dependent upon the allocation of the wage and fringe benefit package increases. *Foreman rate shall increase to 120%, effective 12/1/19.

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

Shift Work

Section 2

Shift work will be permissible on the following basis:

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

Subsection (b) When such regular nights 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 work days with times to be established by mutual agreement.

Subsection (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.

Subsection (d) Each shift will be scheduled for eight (8) hours with seven and one-half (7 1/2) hours pay; a one-half (1/2) hour lunch period within the eight (8) hour shift will be taken at a time convenient to the Employer.

Subsection (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.

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

Conditions of Work

Section 3

Subsection (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 (2) hours.

Subsection (b) Tunnel electricians shall take orders from assigned supervision and cooperate with shift supervision.

Subsection (c) Work on slopes or shafts where ladder or steps are used shall not be considered as “high time.”

Subsection (d) Workers shall not be required to enter the heading after a blast until all the requirements of the State Safety Codes have been complied with.

Subsection (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:
(1) Up to 5,000 feet	An allowance equal to 1/4 hour at the straight time rate doubled.
(2) Up to 15,000 feet	An allowance equal to 1/2 hour at the straight time rate doubled.
(3) 15,000 feet and beyond	An allowance equal to 1 hour at the straight time rate doubled.

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Subsection (f) All travel time or allowance outside the regular working hours shall be computed using the regular day shift hourly rate of pay.

Subsection (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 and shall return same to Employer at time of termination.

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

Safety

Section 4

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

Signed for the Stockton Division,
Northern California Chapter,
National Electrical Contractors Association, Inc.

Signed for Local Union 595,
International Brotherhood of Electrical Workers



Greg E. Armstrong, Executive Director



Daniel O. Chivello, Business Manager

Date: 11/18/19

Date: 11-18-19

APPENDIX A

The minimum hourly rate of wages shall be as follows:

	6/1/2020**
Journeyman Wireman & Technician	\$40.00
Foreman, Certified Welder & Cable Splicer (120%)	\$48.00 effective 12/1/19
General Foreman (130%)	\$52.00

Apprentice Wireman (% of Journeyman wage rate)

Period	Hours	%	
1	(0-1000)	45%	\$18.00
2	(1000-2000)	50%	\$20.00
3	(2000-3500)	55%	\$22.00
4	(3500-5000)	60%	\$24.00
5	(5000-6500)	70%	\$28.00
6	(6500-8000)	85%	\$34.00

(Period 1 and 2 apprentices shall receive Health and Welfare and NEBF contributions only.)
 (Pension contributions for apprentices in periods 3 through 6 are based on the same % as pay period.)

Unindentured	40%	\$16.00
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(2000 hours maximum. Health insurance and NEBF contributions only.)

In addition to the above minimum wage rates, payments shall be made as follows:

Employer Contributions	6/1/2020**
Health Insurance (per hour)	\$15.73**
Local Pension (per hour)	\$9.70
NEBF (gross labor payroll)	3%
Education & Training (per hour)	4.75% times the base JW hourly rate
Contract Administration Fund (gross labor payroll)	1.525%
Promotion & Cooperative Fund (per hour)	\$0.50

(includes \$0.19 per hour for the Local LMCC pursuant to Section 8.03, \$0.30 per hour for the Northern California Electrical Construction Industry Labor Management Cooperation Trust pursuant to Section 8.05, and \$0.01 cent per hour for the National LMCC pursuant to Section 9.03)

*Effective March 1, 2004, each Employer shall contribute an additional \$0.06 for each hour worked by each employee covered under the terms of this agreement into the Health & Welfare Fund for the purpose of funding the Substance Abuse program. These funds may be used to fund the IBEW 595 wellness program as deemed necessary by the Health and Welfare Trustees.

**Wages and fringe benefits effective subsequent to June 1, 2020, are dependant upon the allocation of the wage and benefits package increases as provided in Section 3.04a.

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