RESIDENTIAL AGREEMENT

NORTHERN CALIFORNIA
BAY TO THE BORDERS

BETWEEN
NATIONAL ELECTRICAL CONTRACTORS' ASSOCIATION
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

EFFECTIVE
December 1, 2026 – November 30, 2027

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NORTHERN CALIFORNIA RESIDENTIAL CONSTRUCTION AGREEMENT

Agreement by and between the Northern California Chapter, National Electrical Contractors Association (NECA), Redwood Empire Chapter NECA, Greater Sacramento Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers, IBEW Locals 180, 340, 551, 595E and 595W.

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 signatory NECA Chapters, and the term "Union" shall mean the signatory IBEW Local Unions. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

TYPE OF WORK COVERED BY THIS AGREEMENT

Scope of Work: Residential construction work is private residential construction not to exceed more than four (4) stories in height.

Definitions: Residential construction is defined as a single-family dwelling, and up to four (4) story walkups, single metered to include service and all circuits, equipment, voice data, security, photovoltaic or fuel cells, environmental controls, fire protection, fixtures and electrical material required to complete residential project and are attached to and related to the total project.

BASIC PRINCIPLES

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

ARTICLE I – STANDARD CIR

SECTION 1.01 – EFFECTIVE DATE

This Agreement shall take effect December 1, 2026, and shall remain in effect until November 30, 2027, 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.

SECTION 1.02 – CHANGES

(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.

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

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

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

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

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

SECTION 1.03 – AMENDMENT BY MUTUAL CONSENT

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.

SECTION 1.04 – GRIEVANCES - DISPUTES

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.

SECTION 1.05 – COMPOSITION OF LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee of three representing the Union and three representing the Employer. 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.

SECTION 1.06 – FIRST STEP OF GRIEVANCE PROCEDURE

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.

SECTION 1.07 – DECISION OF LABOR-MANAGEMENT COMMITTEE

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.

SECTION 1.08 - ARBITRATION

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

SECTION 1.09 – STATUS QUO

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 1.10 – GRIEVANCE PROCEDURES

Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within fourteen (14) calendar days of its occurrence shall be deemed to no longer exist.

ARTICLE II – EMPLOYER RIGHTS/UNION RIGHTS

SECTION 2.01 – MANAGEMENT RIGHTS

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.

SECTION 2.02 – ALLEGED VIOLATION OF ANY PROVISION OF THE AGREEMENT

Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of this agreement.

SECTION 2.03 – FOREMAN CALL-OUT BY NAME

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 two weeks.

(b) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest-priority group.

(c) When an employee is called as a Foreman, he must remain as a Foreman for 90 days or must receive a reduction in force.

SECTION 2.04 – WORKERS' COMPENSATION INSURANCE

For all employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance, with a company authorized to do business in this State; comply with the Federal Insurance Contributions Act, California Unemployment Insurance Act and all other protective

insurance as may be required by the laws of this State or Federal Government and upon request, shall furnish satisfactory proof of such compliance to the Union, 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.

SECTION 2.05 – SURETY BOND

(a) Effective December 1, 2026, all employers will have to post a surety bond as follows: Any shop or project employing one (1) to two (2) Employees covered by this Agreement will have to post a ten thousand dollar ($10,000) bond or cash; any shop or project employing from three (3) to five (5) Employees covered by this Agreement will have to post a twenty-five thousand ($25,000) bond or cash; any shop or project employing six (6) to ten (10) Employees under this Agreement will have to post a one hundred thousand dollar ($100,000) bond or cash; any shop or project employing more than ten (10) Employees covered by this Agreement will have to post a two hundred thousand ($200,000) bond or cash. Said bond shall be in a form acceptable to the Union and guarantee payment of current, delinquent, and future wages and/or fringe benefits provided for in this Agreement.

(b) The Labor-Management Committee and/or the Council on Industrial Relations, as the case may be, shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond directly to the affected Employees and direct payment of delinquent fund contributions from the Bond directly to the Trustees of the affected funds or to their designated agents.

(c) An Employer's participation in the NECA West Payroll and Fringe Benefits Guarantee Trust Fund shall satisfy bonding requirements.

SECTION 2.06 – UNION RECOGNITION

(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.

(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.

SECTION 2.07 – NON-RESIDENT EMPLOYEES

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.

SECTION 2.08 – FAVORED NATIONS

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 2.09 – DESIGNATED MANAGEMENT WORKER

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. One (1) designated member of a firm, designated in writing (employer) shall be permitted to work with the tools during regular work hours on work covered by this Agreement.

SECTION 2.10 – SAFE AND WORKMANLIKE MANNER

Employees working under the terms of this agreement shall install all electrical work in a safe and workmanlike manner and in accordance with the Employer's direction.

SECTION 2.11 – UNION RIGHT TO DISCIPLINE MEMBERS

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

SECTION 2.12 – UNION JOB ACCESS

A 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.

SECTION 2.13 – SAFE USE OF PROPER TOOLS

There shall be no limit on production of workers or restriction on the safe use of proper tools or equipment, and there shall be no task work or piecework.

SECTION 2.14 – TOOL LIST

Residential Wiremen shall provide themselves with the following tools:

Toolbox with lock, tote, or bag	Hammer	Wire strippers
	8" Needle-nose	Torpedo level
9" Side cutters	Tri tap	Flashlight
8" Diagonal	Screwdriver (standard)	Voltage tester
25' Tape measure	Screwdriver (Phillips)	N.E.C. Book
Knife		
Nail pouch	Offset screwdriver (standard)	Channel locks
Tool pouch	Hacksaw frame	Metal file
Tool belt	Keyhole saw (sheet rock)	Sta-Con pliers
	Wood Chisel	

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

SECTION 2.15 – EMPLOYER FURNISHED TOOLS

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

SECTION 2.16 – UNION SECURITY

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

SECTION 2.17 – ANNULMENT/SUBCONTRACTING

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 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 of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

ARTICLE III – HOURS/WAGES/WORKING CONDITIONS

SECTION 3.01 – HOURS (WORKDAY/WORKWEEK)

(a) Eight hours work between the hours of 7:00 a.m. and 3:30 p.m., with 30 minutes for a lunch period between noon and 12:30 p.m. shall constitute the workday. Five such days, Monday through Friday, shall constitute the workweek. The normal workday may be varied by no more than two hours by mutual agreement between the Union and the Employer.

(b) **Four 10-Hour Days –** The Employer, with 72-hours prior notice to the Union and employees, may institute a workweek consisting of four ten (10) hour days between the hours of 6:00 AM and 6:00 PM, Monday through Thursday or Tuesday through Friday with one-half hour allowed for a lunch period. After ten hours in a workday, overtime shall be paid at the rate of one and one-half times the regular rate of pay, except Sundays and Holidays which will be paid at double the straight time rate of pay.

On projects which require four ten-hour days on Saturday, Sundays or Holidays, the Employer is required to contact the Business Manager for approval on a job-by-job basis.

SECTION 3.02 – OVERTIME/HOLIDAYS

(a) All work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the regular straight-time rate; however, all work performed after 10 hours on the normal workday, after 8 hours on a Saturday, on Sundays and the following holidays will be performed at double the straight time rate of pay: New Year's Day (observed January 1); Martin Luther King Jr. Birthday (observed the third Monday in January); Washington's Birthday (observed the third Monday in February); Memorial Day (observed the last Monday in May); Independence Day (observed the 4th of July); Labor Day (observed the first Monday in September); Thanksgiving Day (observed the fourth Thursday in November); The day after Thanksgiving (Friday); Christmas Eve (observed December 24); Christmas Day (observed December 25th). When holidays fall on a Saturday, they shall be celebrated on the previous Friday. When holidays fall on a Sunday, they shall be celebrated on the following Monday. When Christmas Day falls on a Saturday, the holiday will be celebrated on the following Monday. When Christmas Eve falls on

a Sunday, the holiday will be celebrated on the previous Friday.

(b) The parties have agreed that the following four (4) days of each year will be selected by the Union as designated off/collectively bargained holidays:

2027: Friday, January 15th and Friday, May 28th, Friday July 2nd, Friday September 2nd

SECTION 3.03 – LABOR DAY

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

SECTION 3.04 – REPORTING DIRECT TO JOB

When workers are directed to report to the job, such workers shall be on the job ready to commence work at the regular starting time. All tools and materials shall be stored and put away before quitting time.

SECTION 3.05 - PAYDAY

(a) Wages shall be paid weekly in cash or by payroll check on a local bank not later than quitting time on Wednesday and not more than three days wages may be withheld at that time. Any worker laid off or discharged shall be paid his/her wages immediately. In the event the worker is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made. The Employer will either pay the worker at the job site during regular working hours or allow sufficient time during regular working hours to report to the shop to receive payment.

(b) **Direct Deposit –** Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union.

Companies providing electronic pay stubs in lieu of paper statements must provide the following:

- Wage statements must contain all the information required under Labor Code Section 226(a) and are available on a secure website no later than regular payday and time.
- Access to the website is controlled by unique employee identification numbers and confidential personal identification numbers.
- Employees can access their records at work using a company computer or on their own personal device (cell phone, laptop, computer, etc.).
- Employees can print free copies of their electronic wage statements at work or copies will be provided to employees within three working days of request.
- Employees can elect to receive paper statements at any time.

The electronic payment and pay stub will in no way waive the employee's rights to waiting time and legal recourse according to California Labor Law.

(c) Workman laid off or discharged shall be given sufficient time to pick up their tools, and in no event shall they receive less than one (1) hour notice, for which they shall be paid.

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

For the purpose of this section, waiting time pay shall be limited to the following hours:

1. Four (4) hours on the day such pay is due;
2. Up to eight (8) hours each succeeding regular workday, excluding Saturday, Sundays, and Holidays.

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

SECTION 3.06 – CLASSIFICATION OF WAGES (Reference Schedule A)

(a) The minimum hourly rate of wages shall be as follows:

Residential Wireman	$42.75 per hour
Foreman	120% of Residential Wireman Rate
Sub-Foreman	110% of Residential Wireman Rate

***See Appendix B for IBEW #595E (Calavaras & San Joaquin Counties) wage rates**

Apprentice Residential Wireman – Six (6) Periods

1st Period	50% of Residential Wireman Rate
2nd Period	58% of Residential Wireman Rate
3rd Period	66% of Residential Wireman Rate
4th Period	74% of Residential Wireman Rate
5th Period	82% of Residential Wireman Rate
6th Period	90% of Residential Wireman Rate

(b) In addition to the above hourly rates, payments shall be made as follows:

1.	NEBF	3% of gross labor payroll (Reference Section 6.01)
2.	Health & Welfare Fund	$18.25 per hour worked
3.	Local Union Pension	$5.00 per hour worked
4.	Apprenticeship & Training	$1.03 per hour worked
5.	LMCC	$0.30 per hour worked (Reference Article VIII)
6.	NLMCC	$0.01 per hour worked (Reference Article IX)
7.	CAF	1% of gross labor payroll (Reference Article VI)
8.	NEIF	1% of gross labor payroll (Reference Article VII)

SECTION 3.07 – TRAVEL TIME

(a) No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of this agreement when workers are ordered to report on the job.

(b) The Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of this agreement. On work outside the

jurisdiction of the Union, the Employer shall furnish transportation, traveling time, room and board, and all other necessary expenses.

SECTION 3.08 – UNION DUES DEDUCTION

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union – upon receipt of 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.

SECTION 3.09 – SHOW-UP PAY

(a) When workers report to the shop or job and are not put to work due to conditions beyond the control of the workers, they shall receive two hours pay. Workers may be required to remain at the jobsite for the hours paid.

(b) If an Employer rejects an applicant for employment who has no adverse employment history with that Employer, and is otherwise prepared to commence work in a timely manner and within normal industry requirements, the applicant is entitled to a reporting expense allowance in the amount of two (2) hours straight time pay. Such reporting expense shall not be required if there is on file with the local union a current termination slip indicating that the applicant is ineligible for re-hire.

(c) When workers report and are put to work, they shall receive pay for a minimum of four hours and shall remain on the job unless directed otherwise by the Employer.

SECTION 3.10 – SHIFT WORK

When so elected by the contractor, multiple shifts of a 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 A.M. and 4:30 P.M. Workmen 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 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7-1/2) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen 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.

All benefits shall be paid for straight time hours paid on all shifts. Example: A "swing shift" employee receives 8 hours pay for 7 ½ hours worked. All benefits shall be paid on 8 hours.

SECTION 3.11 – SUB-FOREMAN/FOREMAN RATIOS

(a) Each job or project requiring two (2) to three (3) Residential Wiremen shall be under the supervision of a Sub-Foreman.

(b) Each job or project requiring four (4) or more Residential Wiremen shall be under the supervision of a Foreman.

(c) Workers are not to take directions or orders to accept the layout of any job from anyone except the Sub-Foreman, Foreman, Contractor or the Contractor's representative.

ARTICLE IV – REFERRAL PROCEDURES

SECTION 4.01 – INTRODUCTION

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.

SECTION 4.02 – EXCLUSIVE REFERRAL

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

SECTION 4.03 – RIGHT OF REJECTION

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

SECTION 4.04 – NON-DISCRIMINATORY REFERRAL

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 obligations of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

SECTION 4.05 – REGISTER OF APPLICANTS

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.

RESIDENTIAL WIREMAN

GROUP I 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, have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Residential Wireman by any Inside Joint Apprenticeship and Training

Committee, and, who have been employed in the trade for a period of at least six months in the last two 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 two or more years' experience in the trade and who have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Residential 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.

SECTION 4.06 – 48-HOUR CLAUSE

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."

SECTION 4.07 – TEMPORARY EMPLOYEES

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.

SECTION 4.08 – NORMAL CONSTRUCTION MARKET

"Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: in the following counties of California: Alameda, Alpine*, Amador, Butte, Colusa, Calaveras, El Dorado*, Del Norte, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Napa, Nevada*, Placer*, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo, and Yuba.

*These portions West of the Main Sierra Mountains Watershed.

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

SECTION 4.09 – RESIDENT

"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.

SECTION 4.10 – EXAMINATION

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 two years' experience in the trade.

SECTION 4.11 – NOT MEETING REFERRAL REQUIREMENTS

Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 4.05 above shall be referred to the Residential Training and Apprenticeship Subcommittee for their consideration as an Apprentice.

SECTION 4.12 – AVAILABLE FOR WORK LIST

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

SECTION 4.13 – RE-REGISTRATION

An applicant who has registered on the *"Available for Work List"* must renew his application every 30 days or his name will be removed from the List.

SECTION 4.14 – SHORT WORKWEEK

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

SECTION 4.15 – ORDER OF REFERRAL

(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 *"Available for Work List"* and then referring applicants in the same manner successively from the *"Available for Work List"* in Group II, and then Group III. 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.

(b) **Ineligibility –** 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.

SECTION 4.16 – BONA FIDE REQUIREMENTS

The only exception which shall be allowed in this order of referral is 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.

SECTION 4.17 – APPEALS COMMITTEE

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

SECTION 4.18 – APPEALS COMMITTEE - FUNCTION

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 4.15 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.

SECTION 4.19 – INSPECTION OF REFERRAL RECORDS

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.

SECTION 4.20 – POSTING OF REFERRAL PROCEDURES

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.

SECTION 4.21 – HIRING AND TRANSFERRING OF APPRENTICES

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

ARTICLE V – APPRENTICESHIP AND TRAINING

SECTION 5.01 – JOINT APPRENTICESHIP AND TRAINING COMMITTEE

The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Residential Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two to four members appointed by the IBEW Local Union and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Residential Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee, where one exists, shall include: interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

SECTION 5.02 – JATC SUBCOMMITTEE

Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

JATC and subcommittee members serve at the will of the party they represent and may be removed by the party they represent, or they may resign. All appointments made to fill un-expired terms shall likewise be in writing.

The subcommittee, where one is established by 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, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be maintained by the JATC and its subcommittees, where a subcommittee is properly established.

SECTION 5.03 – ISSUE CONCERNING AN APPRENTICE

Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve. The JATC or its subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Residential Labor Management Committee for resolution.

SECTION 5.04 – ONE TRUST

Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

SECTION 5.05 – ADMISSION AND INDENTUREMENT

All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

SECTION 5.06 – ASSIGNMENT OF APPRENTICES

The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment of all Residential apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job training assignments.

SECTION 5.07 – REMOVAL FROM PROGRAM

The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, until two years after they should have completed the apprenticeship program and they must demonstrate they have acquired the necessary skills and knowledge to warrant the classification of Residential Wireman. Such individual may, however, reapply for Apprenticeship through the normal application and selection process after their indenture has been terminated.

SECTION 5.08 – APPRENTICE RATIO

Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of two apprentices to one Residential Wireman on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the job site ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

SECTION 5.09 – CLASSROOM TRAINING

Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the Electrical Training Alliance (ETA) as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for the National Guideline Standards. The local term of apprenticeship shall not require more than three years of related training.

SECTION 5.10 – ON THE JOB TRAINING

The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Residential Apprenticeship and Training Standards. As a condition for completion of apprenticeship, the apprentice may also be required to obtain a license and/or other certification(s) required to work as a Residential Wireman.

SECTION 5.11 – SUPERVISION

The apprentice is to be under the supervision of a Residential Wireman, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. A Residential Wireman is not required to constantly watch or observe the work of the apprentice.

SECTION 5.12 – GRADUATING APPRENTICES – LICENSE – COLLEGE CREDIT

Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the Electrical Training Alliance (ETA). The JATC shall encourage the apprentice to seek college credit through the Electrical Training Alliance (ETA). The JATC may also require the apprentice to acquire any appropriate license required for Residential Wiremen to work in the jurisdiction covered by this Agreement.

SECTION 5.13 – TRUST FUND

The Employer shall contribute to the local Health and Welfare Plan and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this Agreement.

SECTION 5.14 - CONTRIBUTION

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 rate of contribution per hour is 2.5% of the base residential wireman rate. This sum shall be due to the Trust Fund by the same date as is their payment of the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI – FRINGE BENEFITS

All benefits and other periodic payments as enumerated in this Article 6 and Article 7 shall be paid to the Bay to Borders Residential Master Trust in amounts and at times required in Articles 6 and 7 herein. The fringe benefits and other periodic payments shall be submitted with an accompanying transmittal form approved and provided by the Trust.

SECTION 6.01 – NATIONAL ELECTRICAL BENEFIT FUND (NEBF)

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, 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.

SECTION 6.02 – HEALTH AND WELFARE TRUST

The individual Employer shall contribute and forward monthly to the designated fund as provided in the Article 6 an amount specified in "Appendix A" for each hour worked by each employee working under the terms of this agreement, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than 15 calendar days following the end of each calendar month. Payments shall be considered delinquent if received after the after the fifteenth (15^{th}) day of the month following the last day of the month for which they are due and owing. The individual Employer hereby accepts, and agrees to be bound by, the IBEW/NECA Sound and Communications Health and Welfare Agreement and Trust.

SECTION 6.03 – PENSION

The Employer agrees to become a party to and to comply with, from the effective date, all of the provisions of the Solano and Napa Counties Electrical Workers Profit Sharing Plan Agreement, as amended. The Employer agrees to pay the amount specified in "Appendix A" of this Agreement for each hour worked by each employee working under the terms of this Agreement.

SECTION 6.04 – DEFAULT ON REQUIRED PAYMENTS

Individual Employers who fail to remit as provided in Sections 6.02 and 6.03 shall be additionally subject to having this Agreement terminated upon 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 6.05 – FRINGE BENEFIT REMEDIES

(a) The failure of an individual Employer to comply with the provisions of Section 6.01 through 6.06 shall also constitute a breach of this labor Agreement. As a remedy for such a violation, the parties to this agreement, 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 contribution to such funds which have resulted from the violation.

(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 Fund Trustees, plus costs of the litigation which have resulted from the bringing of such court action.

SECTION 6.06 – CONTRACT ADMINISTRATION FUND

The Employer agrees to become a party to and comply with all provisions of the "Contract Administration Fund" in areas that have established such a Fund under this Agreement. The Fund shall be utilized to administer this Agreement. In addition, it may cover the cost of negotiations, public relations, advertising programs, contract specification improvement, and promotion of better services to the general public. However, it shall not be limited to these items. Each individual employer shall contribute one percent (1%) of his gross monthly payroll, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Board of Trustees. Payment shall be forwarded monthly to the Contract Administration 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 remit the amount due timely will be considered a breach of this Agreement on the part of the individual employer. The Fund is to be administered solely by the Chapter or employers. Enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund or the employers and not the Local Union or the IBEW Funds received under this Article shall not be used to the detriment of the Local Union or the IBEW.

ARTICLE VII – NATIONAL ELECTRICAL INDUSTRY FUND

SECTION 7.01 - NEIF

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

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

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

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

ARTICLE VIII - LMCC

SECTION 8.01 - DEFINITION

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 8.02 – AGREEMENT AND DECLARATION OF TRUST

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

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

SECTION 8.03 – CONTRIBUTION RATE

Each employer shall contribute the amount specified in "Appendices A and B" for each hour worked by each employee covered under this Agreement into the Labor-Management Trust Fund where the work is performed. 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 signatory Chapters, NECA, or their designee, shall be the collection agent for this Fund.

SECTION 8.04 - COMPLIANCE

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

ARTICLE IX - NLMCC

SECTION 9.01 – PARTIES TO AGREEMENT

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 worker 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 9.02 – AGREEMENT AND DECLARATION OF TRUST

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 9.03 – CONTRIBUTION RATE

Each employer shall contribute one cent (1¢) 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 signatory Chapters, NECA, or their designee, shall be the collection agent for this Fund.

SECTION 9.04 - REMEDY

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 10.01 – SAFETY RULES

Employers shall be required to adhere to all safety rules, regulations and procedures as prescribed by law. Employees are required to work in a safe manner and adhere to the established safety rules and regulations of the Employer.

SECTION 10.02 – EMPLOYER FURNISHED SAFETY EQUIPMENT

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

ARTICLE XI – SUBSTANCE ABUSE

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

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.

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.

GENDER LANGUAGE

Whenever gender-specific language is used in this Agreement, it is intended to encompass all individuals regardless of gender identity.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW®

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Signed for the following
IBEW Local Unions

10/27/26
Jeremy Peconom
Local Union No. 180

10/27/26
Bob Ward
Local Union No. 340

10/26/2026
John McEntagart
Local Union No.551

Greg Bonato
Local Union No. 595E and 595W

Signed for the following
Contractors' Association

DocuSigned by:
Scot VanBuskirk
2BB4F0A94FD14DF...
10/28/2026
Scot VanBuskirk
Northern California Chapter, NECA

Signed by:
Noah Painter
DD895122819E454...
10/28/2026
Noah Painter
Greater Sacramento Chapter, NECA

DocuSigned by:
DB9F7DC15C2B41A...
10/28/2026
Anisa M. Thomsen
Redwood Empire Chapter, NECA

APPENDIX A – WAGE AND FRINGES

Effective December 1, 2026, the minimum hourly rate of wages shall be as follows:

Residential Wireman ..... $42.75 per hour

Residential Sub-Foreman .....$47.03 per hour

Residential Foreman.....$51.30 per hour

Apprentices: The minimum hourly rate shall be as follows:

Job-Hours	Percentages	Pension	Wage
1 - 800	50%	$0.00	$21.38
801 - 1,600	58%	$0.00	$24.80
1,601 - 2,400	66%	$2.38	$28.22
2,401 – 3,200	74%	$4.75	$31.64
3,201 – 4,000	82%	$4.75	$35.06
4,001 – 4,800	90%	$4.75	$38.48

*First and second bracket apprentices do not receive a local pension contribution
*Third bracket apprentices receive 50% of the local pension contribution
*Fourth, Fifth, and Sixth bracket apprentices receive 100% of the local pension contribution

The fringe benefits shall be as follows:

Health Insurance.....$18.25 per hour
Apprenticeship..... $1.03 per hour
National Electrical Benefit Fund (NEBF) .....3% of Gross Labor Payroll
Local Pension .....$5.00 per hour
Labor Management Cooperation Trust (LMCC)..... $0.30 per hour
National Labor Management Cooperation Trust .....$0.01 per hour
Contract Administrative Fund (CAF) .....1% of Gross Labor Payroll
National Electrical Industry Fund (NEIF) .....1% of Gross Labor Payroll

APPENDIX B – WAGE AND FRINGES

IBEW Local No. 595E (Calaveras and San Joaquin Counties)

Effective December 1, 2026, the minimum hourly rate of wages shall be as follows:

Residential Wireman ..... $40.30 per hour

Residential Sub-Foreman .....$44.33 per hour

Residential Foreman.....$48.36 per hour

Apprentices: The minimum hourly rate shall be as follows:

Job-Hours	Percentages	Pension	Wage
1 - 800	50%	$0.00	$20.15
801 - 1,600	58%	$0.00	$23.37
1,601 - 2,400	66%	$2.38	$26.60
2,401 – 3,200	74%	$4.75	$29.82
3,201 – 4,000	82%	$4.75	$33.05
4,001 – 4,800	90%	$4.75	$36.27

*First and second bracket apprentices do not receive a local pension contribution
*Third bracket apprentices receive 50% of the local pension contribution
*Fourth, Fifth, and Sixth bracket apprentices receive 100% of the local pension contribution

The fringe benefits shall be as follows:

Health Insurance.....$18.25 per hour
Apprenticeship..... $1.03 per hour
National Electrical Benefit Fund (NEBF) .....3% of Gross Labor Payroll
Local Pension .....$5.00 per hour
Labor Management Cooperation Trust (LMCC)..... $0.30 per hour
National Labor Management Cooperation Trust .....$0.01 per hour
Contract Administrative Fund (CAF) .....1% of Gross Labor Payroll
National Electrical Industry Fund (NEIF) .....1% of Gross Labor Payroll