

INSIDE AGREEMENT

~~~~~

**BETWEEN THE  
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION**

**- RENO DIVISION -**

**... AND...**

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS  
- LOCAL UNION # 401 -**

**DECEMBER 1, 2015 THROUGH NOVEMBER 30, 2018**

**PARTIES TO INSIDE AGREEMENT**

Agreement by and between the Greater Sacramento Chapter, Reno Division of the National Electrical Contractors Association (NECA) and Local Union #401, 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 Greater Sacramento Chapter, Reno Division of NECA and the term "Union" shall mean Local Union #401, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

### BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. A Joint Industry Committee is hereby established to provide a forum for discussing mutual problems and recommending action to the parties of this Agreement. 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. The Employer and the Union agree that all electrical installations shall be performed by qualified electricians. It is incumbent upon the Union and its members to supply qualified electricians to man jobs anywhere in the allotted jurisdiction of the Union in their own interest, the Employers and the electrical industry. There shall be no discrimination against any employees or applicants for employment on the basis of race, sex, color, creed or national origin. Now, therefore, in consideration of the mutual promises and agreements herein contained the parties hereto agree as follows:

### SCOPE OF WORK

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 shall include the installation and maintenance of temporary wiring and the installation of all electrical lighting, heat and power equipment, installation of all raceway systems, including underground conduits and all supports, underground utility conduits, photovoltaic power generation systems, wind power generation systems and geothermal power generating systems. Further all salvage of electrical work shall be included. This section shall not apply to the purchase of catalog items which are available to the contractors in the industry. This section shall not be applied or interpreted in any manner contrary to applicable law.

### ARTICLE I

#### STANDARD CIR

#### EFFECTIVE DATE/ CHANGES/GRIEVANCES/DISPUTES

##### EFFECTIVE DATE:

Section 1.01 This Agreement shall take effect December 1, 2015, and shall remain in effect until November 30, 2018 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November of each year, unless changed or terminated in the way later provided herein.

##### CHANGES:

#### Section 1.02

- 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** 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** 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.

#### **GRIEVANCES/DISPUTES:**

**Section 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.

**Section 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.

**Section 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.

**Section 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.

**Section 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 1.10** Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within ten (10) working days of its occurrence shall be deemed to no longer exist.

## **ARTICLE II**

### **EMPLOYER RIGHTS - UNION RIGHTS**

**Section 2.01** The Employer shall have the right to determine the competency and qualifications of his employees, and the right to discharge such employees for just and sufficient cause. The Union may institute a grievance under the terms of this Agreement if it feels any employee has been unjustly discharged.

**Section 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.

**Section 2.03** Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a permanent place of business with a business telephone, soliciting and accepting electrical work, and maintaining suitable financial status within the jurisdiction of the Agreement to meet payroll requirements, must be in possession of a valid C2 Nevada State Electrical Contractors License as required by law, and/or a C10 California State Contractors License as required by law, if performing work in the California Lake Tahoe area jurisdiction of Local Union #401, International Brotherhood of Electrical Workers, as an Electrical Contractor and shall employ one (1) journeyman at least thirty (30) days in each successive one hundred and twenty (120) day period. This shall also apply to all work done on Saturday, Sunday, Holidays and overtime, except for emergency work or service calls. Local Union members holding licenses as contractors shall not be allowed to work back and forth as contractor or journeyman as the occasion arises.

### **PERMANENT SHOP**

**Section 2.04** As defined in this Agreement a permanent shop shall mean an electrical shop operated as a contractor's established place of business. A place of business shall mean an established location, the address of which is affixed to the Letter of Assent where the Employer or his representative can be contacted. Trailers, portable buildings on job sites, or an answering service only shall not be recognized as a place of business.

- a) When a shop is recognized by the Union, any job(s) which the Employer has in progress shall continue to operate with no change in place of reporting, etc. until their completion.
- b) Normal work zones for Employees within the jurisdiction of Local Union #401 are as follows:

1. Reno, Nevada within 70 air miles of the Washoe County Court House  
Any worker who is employed in a particular established shop, as defined in this agreement, who is required to report to a shop or job site outside of his/her normal work zone shall receive subsistence as stipulated in Schedule "B"

- c) Any dispute over refusal of the Union to recognize an Employer's place of business as a shop shall be subject to the grievance procedure set forth in this Agreement.

#### TEMPORARY EMPLOYER - PORTABILITY

**Section 2.05** 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 2.06

- a) No employer shall be allowed more than one shop within the jurisdiction of this Agreement for the purpose of evading the payment of subsistence, travel time and mileage.
- b) When an Employer, undertaking any work covered by this Agreement has no shop located within the jurisdiction where this Agreement applies, the Local Union Office shall be considered as his shop for the purpose of this Agreement.

- c) VEHICLE I.D.:

**Section 2.07** The Employer shall identify his trucks by having the company name prominently displayed on both sides of the vehicle in letters at least two (2) inches high. Letters must be visible from moving vehicles. Any contractor failing to comply with this provision after sufficient notice is given in writing shall be held in violation of the Agreement. The Union agrees to discipline any member operating any truck not identified in accordance with this section.

The Employer and the Union both recognize that under extra-ordinary circumstances, it may be necessary to use trucks not so lettered. This will not be held as a violation of this Agreement, provided any vehicle used more than fifteen (15) days under these conditions be identified.

**Section 2.08** The Employer shall not discriminate against any employees in regard to hire or tenure of employment by reason of membership or non-membership in the Union; provided, however, that all workmen, Union or otherwise, shall be classified and receive wage scales as provided under the wage schedules included in this Agreement.

#### OVER-AGE EMPLOYEES:

**Section 2.09** On all jobs requiring five (5) or more journeymen, at least every fifth journeyman, if available, shall be fifty (50) years of age or older.

#### UNION SECURITY CLAUSE

**Section 2.10** The Union Security Clause set forth shall be effective only for those employees performing work in those California counties in the State of California, under the jurisdiction of IBEW, Local Union #401. 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.

## **BONDING REQUIREMENTS**

**Section 2.11** The Employer recognizes the fact that the Union has the right to require of each individual Employer who has defaulted in the payments of wages and fringes, which are required under the terms and conditions of this Agreement, to execute a Surety Bond as surety for the prompt payment of Wages, Health & Welfare, Deferred Payment, Pension and other fringe items as required in the collective bargaining agreement, in such form and surety that is satisfactory to Local Union #401, IBEW.

**Section 2.12** The Employer shall not lend, or cause to be loaned, the employees in his employ to any other Employer without first securing permission of the Union, and then only when applicants possessing the required skill are not available under the Referral Procedure. Any Employer entering into a Joint Venture for the purpose of this Section shall be considered as a new Employer.

**Section 2.13** No work shall be commenced until the Employer or his representative has contacted the Local Union office, received a copy of the Agreement, health and welfare forms, apprenticeship payment forms, NEBF forms, termination notices, and shall have given written verification that he has received the same. Contractors from other areas shall notify the Local Union office within seventy-two (72) hours of completion date of any job(s). Employees shall be furnished termination notices by Employers with their final pay at the job site or office.

**Section 2.14** For all employees covered by this Agreement, the Employer agrees to comply with and cover all employees under the applicable laws of the state concerning employee benefits and provide evidence of same to the Labor-Management Committee upon request.

**Section 2.15** 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 the Agreement terminated upon written notice thereof being given by the Union.

**Section 2.16** 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 2.17** 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.

**Section 2.18** The Union reserves the right to discipline its members for violations of its laws, rules and agreement.



**Section 2.19** This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary, and when the Union or its proper representatives decide to do so; but no removal shall take place until notice is first given to the Employer involved.

**Section 2.20** There shall be no discrimination or retaliation against any employees or applicants for employment for engaging in any Union Activity or for pursuing any grievance they may have for alleged violation of this Agreement.

**Section 2.21** When such removal takes place, the Union or its representatives shall direct workmen on such jobs to carefully put away all tools, materials, equipment and any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

**Section 2.22** The Steward shall be a working journeyman appointed by the Business Manager. He shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his normal Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow the Steward a reasonable amount of time for the performance of such duties. It is understood and agreed that the Steward shall be permitted to exercise the normal Steward's duties. These shall not include authority to determine the selection or number of men to be hired or retained on a job. He shall have no authority in disciplining or discharging of employees which would supersede the Employer's authority in the aforementioned matters. Under no circumstances shall a Steward cause a slow-down or work-stoppage in any shop or on any jobs.

- a) The Business Manager shall notify the Employer in writing as to the name of the Steward. The employer agrees to notify the Business Manager at least two (2) work days in advance when terminating a Steward, except a discharge for just cause. Saturdays and Sundays are not included, unless men are working overtime in which case they shall be considered work days. In any case in which a Steward is discharged for just cause, the Business Manager shall be notified immediately by the Employer. The appointed steward shall also notify the Business Manager at least two (2) work days prior to his/her intent to terminate.
- b) If any dispute, grievance or problem arises on a job which the Steward cannot adjust, he will immediately notify the Business Manager and/or the Local Union Office.
- c) In all cases the grievance procedure shall be followed. The Union shall have the right to appoint a Steward from employees on any job or shop where workmen are employed under the terms of this Agreement.

**Section 2.23** The Representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

**Section 2.24** Members of the Union, except those meeting the requirement of "Employer" as defined herein shall not contract for any electrical work. "Employer" shall be defined as any person who owns or is financially interested in the business. Not more than one Employer member of a firm may work with the tools. Such an Employer working with the tools shall be subject to the terms of this Agreement affecting employees. The contractor shall notify the Union in writing who the working member of the firm shall be.

#### **SUBLETTING OF WORK:**

**Section 2.25** Local Union #401 is 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 this Agreement by the Local Union, after a finding has been made by the International President of the Union that such 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.

### "PRESERVATION OF WORK"

#### Section 2.26

- a) In order to protect and preserve for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners or stockholders exercises either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.
- b) As a remedy for violations of this Section, the Labor Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.
- c) If, as a result of violations of this Section, it is necessary to the Union and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or fund trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

Section 2.27 The policy of the parties hereto is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by members of the International Brotherhood of Electrical Workers.

Section 2.28 It is mutually agreed that any portion of the agreed wage rate may be added to any of the fringe benefits that exists as stipulated by the membership of IBEW, Local Union #401.



**Section 2:29** The Employer shall have the right to select his Foremen and General Foremen by name provided:

- a) The employee has not quit his previous employer within the past two (2) weeks.
- b) The Employer shall notify the Business Manager in writing of the name of the individuals(s) who is to be requested for employment as a Foreman/General Foreman. Upon such request the Business Manager shall refer said Foreman/General Foreman provided the name appears on the highest priority list.
- c) When an employee is called as a Foreman/General Foreman he/she shall remain as a Foreman/General Foreman for 1,000 hours or he/she shall receive a termination.
- d) The employee must have at least five years in the trade as a journeyman wireman or completed the 36(Thirty-Six) hour Foreman training course provided by the JATC.

**Section 2:30** All signatory contractors will participate in State and Federal Davis-Bacon Prevailing Wage Survey's and file them with both the governing body and the Local Union office by their due date.

### **ARTICLE III**

#### **HOURS OF WORK**

**Section 3.01** Eight hours of work between the hours of 8:00 A.M. and 4:30 P.M. with no less than thirty minutes for lunch from 12:00 P.M. to 12:30 P.M. shall constitute a work day. Notwithstanding the above, the employees' lunch period may be advanced or retarded one-half (1/2) hour to meet job requirements such as "pours", etc. Forty (40) hours within five (5) days, Monday through Friday inclusive shall constitute the work week. The work day may be varied two (2) hours to meet specific job conditions by mutual agreement between the Union and the Employer.

- a) Employees shall be at their place of work at the designated starting time ready to commence work and shall remain at their place of work as directed until the designated quitting time. "Place of Work" shall mean gang boxes or other designated tool storage areas at his place of work. Tool storage area shall include the area where an employee normally stores his personal tools and clothing.
- b) When workmen are directed to report to shop and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours pay, unless the Employer or his representative shall notify the men prior to 7:00 A.M. If a workman cannot be notified by telephone within the jurisdiction of Local 401 this provision shall not apply. Workmen shall not report to a shop earlier than fifteen (15) minutes before starting time. The Employer has the option of holding the man on the job for the full period for which he receives pay.
- c) Any man reporting for work and being laid off, or any man not having been notified the previous day of no work, or layoff, shall receive not less than two (2) hours wages. The Employer shall have the option of holding the men on the job for the full period for which they receive pay under this section. The Employer agrees to furnish adequate protection against inclement weather or cold while the men remain. No employee shall be required to use his vehicle for his protection, or the protection of others, under these circumstances.
- d) **REJECTION SHOW-UP ALLOWANCE:**the employer may reject the first two applicants for employment and if a third applicant is rejected for that specific call, those three applicants will receive a show up allowance of \$40. If an applicant for employment is rejected twice

within a sixty-day period by the same employer, the second rejection of this applicant will not be counted as a rejection for that employer.

- e) If an applicant for employment fails his/her drug test, the applicants "show up" time is forfeited.
- f) **EMPLOYEE TERMINATION:** Any workman laid off or discharged by the Employer shall be paid all his wages immediately. On projects more than twenty-five miles from the Employer's place of business such remuneration may be mailed to the workman at his last address of record, within twenty-four (24) hours, unless otherwise mutually agreed to between the Employer and the Union. In the event he is not paid in full, waiting time at the regular straight time rate may be charged as determined by the Labor-Management Committee. This section does not apply to employees working in the State of California.
- g) Any workman leaving the employ of a contractor for any reason shall be furnished a payroll removal notice in such form as agreed upon between the parties; a duplicate of such notice shall be furnished the Local Union Office within seventy-two (72) hours (Saturdays, Sundays, and Holidays excepted).

### **Section 3.02**

- a) Wages shall be paid weekly on Friday. The Employer shall pay wages on the job or allow all the workmen sufficient time to reach the shop on pay day before the close of work hours. Not more than three (3) days' pay shall be withheld. Employers entering the jurisdiction for short or intermittent work periods shall arrange to have their representative pay wages to all employees when the job is temporarily shut down, or upon its completion, on the date the shutdown occurs. In the event of non-compliance waiting time at the regular straight time rate may be charged as determined by the Labor-Management Committee. When a holiday falls on Friday Employers shall arrange to pay workmen wages the preceding work day. Wages shall be paid by company check, cash or by personal check, if countersigned by the owner of the company, and with an appropriate stub showing all deductions and periods of time worked. This shall also be applicable if paid by cash.
- b) By mutual Agreement of both parties only, the 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.

### **SHIFT WORK**

**Section 3.03** 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 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 time 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.

### OVERTIME

#### Section 3.04

- a) Overtime at the rate of one and one half (1 1/2) times the regular straight time rate of pay will be paid on the first two (2) hours of work before or after the regular work day. Additional hours worked will be paid at the rate of two (2) times the regular rate of pay.
- b) Overtime between 8:00 A.M. and 4:30 P.M. on Saturdays will be paid at the rate of one and one half (1 1/2) times the regular straight time rate of pay.
- c) Emergency service for the temporary restoration of electrical systems outside the regular work day shall be paid at one and one half (1 1/2) the regular rate of pay.
- d) All hours worked, other than otherwise provided for in this Agreement, on Saturdays, Sundays and on Holidays will be paid at the rate of two (2) times the regular straight time rate of pay.
- e) Under no circumstances shall workmen not employed on the job during the regular working hours be placed on overtime work while any of the regular crew is not working if they desire work on such overtime; this includes work on extras and changes to the job. Insofar as practical, all overtime in a shop or on a job will be divided equally among the workmen regularly employed there.

### HOLIDAYS

Section 3.05 The following are designated as Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Admission Day shall be observed on the last Friday of October, Thanksgiving Day, the Day after Thanksgiving and Christmas Day. Holidays falling on a Saturday shall be observed on the previous Friday. Holidays falling on a Sunday shall be observed on the following Monday.

- a) California Admission Day shall be a Holiday if an employee is working in California and likewise Nevada Admission Day if he is working in Nevada on such day. Under no conditions shall an employee be qualified for applicable premium pay unless he works in the State observing such Holiday on such day.
- b) No work shall be performed on Labor Day except in the case of emergency and with the permission of the Local Union Business Manager. The Business Office of the Local Union will be notified prior to working scheduled overtime. Notice will be given to the Business Office during the first working day following unscheduled overtime work.

### MEALS

Section 3.06 No employee shall be required to work more than two hours beyond regular quitting time without a thirty (30) minute meal break. If work continues such employee shall be entitled to a meal break or thirty (30) minutes each four hours worked thereafter during such overtime period. For purposes of this section, work day regular hours shall apply to non-work days.

## **HIGH TIME**

**Section 3.07** On jobs where workmen are required to work from trusses, swinging scaffolds, ladders, bosun chairs, stacks, towers and/or ladders within five (5) feet of a direct fall of forty (40) feet or more to the ground or supporting structures, they shall be paid double the regular wage rate for the actual time worked computed to the nearest half hour or hour. In the event workmen are required to work in any of the areas covered by this high time clause outside regular working hours, or on Saturdays, Sundays or recognized Holidays, then the high time rate shall be three (3) times the regular straight time rate of pay.

## **TOOLS**

**Section 3.08** The Employer shall furnish all hickies, vises, ladders, boring machines, dies, over-regulation claw hammer, fish steel, electric or breast drills, pipe wrenches over 14 inches, pipe cutters, hack saw blades, bits, drills and special tools and all other necessary tools or equipment. Ladders shall be of sufficient heights to enable workmen to perform their duties without using the last two steps of any ladder. No all-metal step ladders shall be allowed. All such tools and equipment must be in good mechanical condition as a safety factor. Workmen shall be responsible for all tools and equipment issued to them provided the Employer furnishes the necessary tool box, locker or other safe place for storage. The Employee shall not loan, rent, or lease their personal tools to the Employer.

**Section 3.09** Journeymen shall provide themselves with an adequate set of tools necessary to perform the average classification of work not requiring the use of what are generally classified as job tools. Journeymen cable splicers shall furnish only hand tools. When an employee is terminated or laid off, the Employer may, at his discretion, require that the inventory of employee's tools supplied at the time of employment be verified.

## **WORK RULES**

**Section 3.10** Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code.

**Section 3.11** An employee shall be required to make corrections on improper workmanship, for which he is responsible, on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative.

**Section 3.12** Employers shall notify the Union of employees who fail to adjust improper workmanship, and the Union assumes responsibility for the enforcement of this provision. Correction is to be made only after a fair investigation by the Employer and the Business Manager of the Union.

**Section 3.13** On all energized circuits or equipment carrying four hundred forty (440) volts or over, as a safety measure, two or more Journeymen must work together.

**Section 3.14** It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with all Federal, State, and Municipal safety rules and standards.

**Section 3.15** All work of joining, splicing and insulating and the placing of flame proof covering, where wiped lead joints are necessary, shall be performed by cable splicer's. Journeymen only shall be used in assisting cable splicers on energized circuits. Cable splicers shall not be required to work on wires or cables where the difference in potential is over three hundred (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 four hundred forty (440) volts. On jobs specifying neoprene or the equivalent, all work shall be done by a capable journeyman wireman and he shall receive cable

splicer's rate. This section shall not be construed to mean that Journeymen applying factory kits shall receive splicer's wages.

**Section 3.16** Workmen shall not be required to use any vehicle in a manner detrimental to the interest of other workmen. He shall not be required to carry Employer's tools, equipment and/or materials in his personal vehicle. The Employer shall furnish transportation from shop to job, job to job, and job to shop. Workman may carry the Employer's tools, equipment and/or materials prior to and after working hours, in the Employer's vehicle, where the vehicle is provided as a convenience to the workman, without compensation. The loading and unloading of the vehicle shall be considered working time and compensated for at the applicable wage rate. The Employee shall not loan, rent or lease their personal vehicle to the Employer.

**Section 3.17** When workmen are required to report directly to a job site, the Employer shall provide a safe locker place on all sites for tools and equipment. The Employer will be responsible for the replacement of workmen's tools per inventory supplied the Employer by workmen at the time of employment, where there is substantial evidence of loss by fire or theft.

#### **RADIATION:**

**Section 3.18** On any job where workmen are exposed to radioactive materials and/or radiation in excess of one-tenth of the Maximum Permissible Limits (MPL), as established by the International Commission on Radiation Protection, the Employer shall employ a qualified Journeyman Radiation Monitor, whose wage scale shall be equivalent to that of a Journeyman Electrician.

- a) Such Radiation Monitors shall determine the location of hazardous zones and shall be responsible for the radiation hazards therein.
- b) He shall maintain permanent and accurate time checks on all workmen entering and leaving such zones, including radiation dosages of all personnel emerging from the radiation zone. He shall also be in charge of any decontamination of personnel, their tools, materials or equipment. The Radiation Monitor shall make reports to the supervising Electrician on the job for safety and coordination purposes.
- c) When workmen are required to work within five (5) feet of untested high pressure lines (steam, vapor, etc.) where pressure is 500 psi or greater, double the regular straight time rate of pay shall be paid.

#### **FOREMEN**

**Section 3.19** Any job on which three (3) or more Journeymen are employed, one must be a Foreman or General Foreman.

- a) A foreman must be able to qualify as a journeyman wireman and is an employee who may supervise not more than ten (10) employees including journeymen, cable splicer's or apprentices. In addition, he may perform such manual work as necessary or prudent consistent with his responsibilities of supervision. Foreman may give instructions to journeymen on jobs that do not require a foreman. On jobs having a Foreman, workmen are not to take directions or orders or accept layout from anyone except their assigned Foreman or General Foreman except in unusual job conditions that require other direct or immediate supervision.
- b) A General Foreman shall be assigned when a crew exceeds eleven (11) workmen. A General Foreman must be able to qualify as a journeyman wireman and is an employee who may supervise not more than thirty-three (33) employees including foremen, journeymen, cable splicer's or apprentices as directed by the Employer. On jobs having a

General Foreman, or Foreman, workmen are not to take directions or orders or accept layout of any work from anyone except their assigned Foreman or General Foreman except in unusual job conditions that require other direct or immediate supervision.

- c) Consistent with adequate and good supervision, on jobs where Foremen are required, journeymen shall take orders and accept layout from their assigned Foreman only. On jobs requiring General Foremen, Foremen shall take orders from their assigned General Foreman. (Note: Notwithstanding the above an Employer or his representative may intervene directly in the absence of the Foreman or General Foreman in an emergency, or any other unusual circumstance which could adversely affect the job in the absence of immediate action. The above shall in no way be used to circumvent supervision by Foremen or General Foremen namely that orders, layouts, etc. shall flow through normal channels).

#### ARTICLE IV

##### REFERRAL PROCEDURE

Section 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 the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03 The Employer shall have the right to reject any applicant for employment.

Section 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.

Section 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 & 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 & 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.

**Section 4.06** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (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** 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**

- 1) 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: 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;
- 4) Or restore the applicant to his/her appropriate place on the referral list.

**DEFINITIONS**

**Section 4.09** "***Normal Construction Labor Market***" is defined to mean the following geographical areas, plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured: Churchill, Douglas, Elko, Esmeralda, Eureka, Humboldt, Lander, Lyon, Mineral, that portion of Nye County north of the Mt. Diablo Base Line, Carson City (Ormsby), Pershing, Storey, Washoe and White Pine Counties in the State of Nevada and those portions of Alpine, El Dorado, Nevada, Placer and Sierra Counties lying east of the Main Watershed Divide in the State of California.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which the agreement applies.

**Section 4.10**        "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 4.11**        An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

**Section 4.12**        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.

**Section 4.13**        An applicant who is hired and who receives, through no fault of his own, work of (80) eighty hours or less shall, upon re-registration, be restored to the appropriate place within his Group.

**Section 4.14**        Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his 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.

**Section 4.15**        The only exceptions which shall be allowed in this order of referral are as follows:

- a) 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.
- b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority GROUPS, if any, shall first be exhausted before such overage reference can be made.

**Section 4.16**        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 4.17**        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 4.13 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision of 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 4.18** 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 4.19** 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 Employers who are parties to this Agreement.

**Section 4.20** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

## ARTICLE V

### STANDARD INSIDE APPRENTICESHIP LANGUAGE

**Section 5.01** There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with 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 (un-indentured, intermediate journeymen, etc.)

**Section 5.02** All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3-year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

**Section 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 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 5.05** The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, 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 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.

**Section 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 years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

**Section 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 5.09** Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

**Section 5.10** To accommodate short-term needs when apprentices are unavailable, the JATC shall assign un-indentured workers who meet the basic qualification for apprenticeship. Un-indentured workers shall not remain employed if apprentices become available for OJT assignment. Un-indentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the un-indentured 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 un-indentured, 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 un-indentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an un-indentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to un-indentured; such as Math Review,

English, Safety, Orientation/Awareness, OSHA, First-Aid and CPR. Participation shall be voluntary.

**Section 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 un-indentured.

Contributions to other benefit plans may be addressed in other sections of this agreement.

**Section 5.12** Each job site shall be allowed a ratio of 2 apprentice(s) for every 3 Journeyman Wiremen (man). (The local parties will determine the job site ratio; however, the ratio shall not be less than two apprentices for every three journeymen or fraction thereof. Should the parties agree to a ratio higher than the minimum 2 to 3, the following table must be modified to reflect the larger number of allowable apprentices:

| Number of Journeymen | Max. Number of Apprentices |
|----------------------|----------------------------|
| 1 to 3               | 2                          |
| 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 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 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 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.

**Section 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.

**Section 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 \$1.25 (one dollar and twenty-five cents) per hour for each hour worked. 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 Electric Benefit Fund**

**Section 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 3rd, 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 the 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 his labor Agreement.

### **LOCAL PENSION**

**Section 6.02** It is agreed that in accord with the Electrical Workers Pension Trust Fund for Northern Nevada entered into between the Northern Nevada Chapter, NECA and Local Union #401, IBEW on December 1, 1969, as amended, the individual Employer will forward monthly to the designated Trust Fund Administrator an amount as designated on Schedule "A", Wage & Fringe Benefits of this Agreement for each hour worked by each of the employees employed on work covered by this Agreement. Payments shall be made by check or draft and shall constitute a debt due and owing to the established Trust account on the last day of each calendar month, which may be recovered by suit initiated by the Board of Trustees. The payment and payroll report shall be mailed to reach the office of the designated depository not later than fifteen (15) days following the end of each calendar month. Individual Employers who fail to remit as provided above shall be 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 into the Trust account. The failure of the individual Employer to comply with the applicable provisions of the Trust Agreement shall also constitute a breach of this Agreement.



**Section 6.03** All journeyman, wireman, and qualified apprentices – unless otherwise permitted subsequent to application – shall be classified at the A wage rate. All wage classifications are the subject of good faith collective bargaining. Annually during the month of December, each journeyman, foreman or qualified apprentice may submit an application, subject to approval by the local union, to be reclassified under the terms of the collective bargaining agreement. Classification shall be subject to the discretion of the local union. Said discretion shall be exercised in a fair and impartial manner. Classification is effected by change of employer. Issuance of a dispatch slip is evidence of a change of employment. However, classification may take place only once per year as provided herein regardless of the number of times a covered employee changes employers and will take effect by issuance of a dispatch slip as noted above. Issuance of a dispatch slip will be considered change of employer for all purposes related to this bargaining agreement.

## **HEALTH & WELFARE**

**Section 6.04** It is agreed that in accord with the Electrical Workers Health & Welfare Trust Fund for Northern Nevada entered into between the Northern Nevada Chapter, NECA and Local Union #401, IBEW on November 1, 1956, as amended, the individual Employer will forward monthly to the designated Trust Fund Administrator an amount as designated on Schedule "A", Wage & Fringe Benefits of this Agreement for each hour worked by each of the employees employed on work covered by this Agreement. Payments shall be made by check or draft and shall constitute a debt due and owing to the established Trust account on the last day of each calendar month, which may be recovered by suit initiated by the Board of Trustees. The payment and payroll report shall be mailed to reach the office of the designated depository not later than fifteen (15) days following the end of each calendar month. Individual Employers who fail to remit as provided above shall be 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 into the Trust account. The failure of the individual Employer to comply with the applicable provisions of the Trust Agreement shall also constitute a breach of this Agreement.

**Section 6.05** *Incorporation of Trust Agreements* The terms and conditions of the Trust Agreements of the Electrical Workers Defined Contribution Plan for Northern Nevada, Electrical Workers Health and Welfare Trust for Northern Nevada, National Electrical Benefit Fund, Joint and Apprenticeship and Training Trust and any other Trust receiving contributions pursuant to this agreement shall be incorporated herein as fully set forth. Said provisions incorporated herein shall include but not be limited to those relating to collections, attorney fees, liquidated damages, and audit of employer payroll records.

**Section 6.06** *Sick Pay:* During the time this agreement is in effect, if the State of California or any city, county or political subdivision of the State of California enacts a statute, ordinance, rule or regulation mandating paid sick leave for employees within its jurisdiction, both parties to this Agreement hereby agree to waive the requirements of the statute, ordinance, rule or regulation including, but not limited to, California labor code Section 2810.5, any employer who is signatory to this agreement shall not be required to comply with said ordinance, rule or regulation, and any employee covered by this agreement shall not have any right or cause of action against any signatory employer or the IBEW Local 401 for violation of said statute, ordinance, rule or regulation. This section shall not be construed to limit any other right to sick leave employees covered by this agreement may have.

## **ARTICLE VII**

### **DEFERRED PAYMENT ALLOWANCE**

**Section 7.01**

- a) Amount of Deferred Payment Allowance. The Employer shall withhold from each employee subject to this Agreement, a deferred payment allowance of sixteen (16%) percent, which is included in the basic wage rate, as set forth in this Agreement.
- b) The Employer shall pay to the designated depository by the 15th day of each month on the transmittal form a Deferred Payment Allowance equal to sixteen (16%) percent of the gross taxable wage of each employee, together with a monthly payroll report which shall be furnished for that purpose.
- c) Should an Employer fail to remit delinquent deferred payment monies upon written demand within seventy-two (72) hours, Saturdays, Sundays and Holidays excepted, the Union shall have the right to remove the employees, until such delinquencies are satisfied. Such removal shall not constitute a violation of this Agreement.

**Section 7.02**            Methods of Calculating Deferred Payment Allowance and transmitting:

This deferred payment allowance shall be withheld from the employee's weekly pay and shall be sent with a monthly transmittal form to a depository designated by the Local Union to be deposited in employees' individual accounts.

- a) The Employer shall make all legal payroll deductions from the total wages including Deferred Payment Allowance, and shall then withhold the full amount of the Deferred Payment Allowance for transmittal, on a monthly basis, to the depository.
- b) The monthly transmittal shall cover every employee subject to this Agreement on the payroll for all payroll weeks ending within the calendar month.
- c) The Deferred Payment Allowance must be paid to all workmen of Local Union #401 who are directed by the individual Employer to work on jobs outside the jurisdiction of Local Union #401.

**Section 7.03**            The monthly transmittal forms shall be furnished the Employer and he shall set forth thereon all the information requested and return the required number of copies after retaining one for his files to the designated depository. The amount due for the Deferred Payment allowance shall be combined with the Health & Welfare, Local Union Pension, and JATC.

**Section 7.04**            Duplicate copies of reports shall be mailed to the Offices of the Greater Sacramento Chapter, Reno Division, NECA and Local Union #401.

**Section 7.05**            The Employer agrees to deduct and forward to the Financial Secretary of 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.

## **ARTICLE VIII**

### **NATIONAL ELECTRICAL INDUSTRY FUND**

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 payrolls 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.

#### LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

**Section 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 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, 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.** Each employer shall contribute \$0.00. 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 Greater Sacramento, Reno Division\_Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**Section 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 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**  
**TUNNEL CONSTRUCTION**  
**PREAMBLE**

**SCOPE OF WORK:** This Article shall cover any and all construction in uncompleted Tunnels and Shafts. This Article shall become a part of the current Inside Wireman's Agreement. All Articles and Sections contained in the current Inside Wireman's Agreement shall apply unless those conditions are specifically modified by this Article.

**Section 9.01** There shall be a minimum rate of pay for work performed in or about an uncompleted tunnel or shaft based on 105% of the Journeyman Wireman's rate of pay.

**Section 9.02** **SHIFT WORK:** Shift work will be permissible on the following basis:

- a) Where shift work is required outside the regular work day, such shift work shall be regularly scheduled five (5) or more days and workmen shall be compensated at one and one quarter (1 1/4) times the regular day shift hourly rate of pay. No employee shall be required to change shifts more than once in any calendar week.
- b) When such regular night shifts are established, the Employer shall establish such shifts on the following basis. Said shift may start on any day and shall continue for five (5) consecutive regular work days, with times to be established by mutual agreement.
- c) When such regular night shifts are established, the shift hours will start and end at the tunnel portal. This will also include the regular work day shift, when one or more night shifts are established.
- d) Each shift will be scheduled for eight (8) consecutive hours, with eight (8) hours pay, plus travel time; a one-half (1/2) hour lunch period within the eight-hour shift will be taken at a time convenient to the Employer.
- 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.
- f) Double the regular day shift hourly rate of pay shall be paid for any work in excess of regularly assigned shifts.

**Section 9.03** **CONDITIONS OF WORK:**

- a) Whenever there is electrical work to be performed in or about a tunnel shaft or adit, it shall be done by the tunnel electricians.
- b) Tunnel electricians shall take orders from assigned supervision and cooperate with shift supervision.
- c) Work on slopes or shafts where ladders or steps are used shall be considered as "high time" where men are working adjacent to and within five (5) feet of a direct fall of forty (40) feet or more to the ground or supporting structures.
- d) Workmen shall not be required to enter the heading after a blast until all requirements of the Safety Codes have been met.
- e) Compensation for travel time within tunnels:

**Distance from Place of Work:**

- 1) Up to 5,000 Feet - An allowance equal to 1/4 hour at the straight time rate doubled.
- 2) 5,000 to 15,000 Feet - An allowance equal to 1/2 hour at the straight time rate doubled.
- 3) 15,000 Feet & Beyond - An allowance equal to 1 hour at the straight time rate doubled.
- f) All travel time or allowance outside the regular working hours shall be computed using the regular day shift hourly rate of pay.
- g) The Employer shall furnish all rubber and protective clothing without charge when required by working conditions. The employee shall be responsible for clothing and rubber goods issued to him, and shall return same to Employer at the time of termination.
- h) Workmen shall not be required to work more than five (5) hours without a meal.

**Section 9.04** All electrical work being performed under the terms of this Article, shall be governed by "Tunnel Safety Orders" and "Electrical Safety Orders" issued by the Department of Industrial Safety and the OSHA.

**Section 9.05** If any holiday falls within a work week when shifts are being worked, overtime pay for such holiday shall start at 8:00 A.M. of such holiday and end at 8:00 A.M. of the day following such holiday. From 8:00 A.M. Saturday to 8:00 A.M. Monday shall be paid at double the regular day shift hourly rate of pay; except for Christmas and New Year's Day for which the overtime pay shall start at 4:00 P.M. on the preceding day.

**ARTICLE X**  
**ADMINISTRATIVE MAINTENANCE FUND (AMF)**

**Section 10.01** Each employer covered by this agreement shall contribute twenty-five cents (\$.25) per hour to the AMF. The AMF shall be administered solely by the Association and is for the purpose of labor contract administration performed on behalf of all signatory employers, including negotiations, labor relations, resolving labor disputes and grievance representation and for all other administrative functions required of management such as service on all funds are required by federal law.

The AMF contribution shall be submitted with all other fringe benefits, as delineated in the Labor Agreement, by the 15th day of the following month in which they are due to the Administrator receiving said funds. In the event any Employer is delinquent in submitting the required AMF

contribution to the designated Administrator, the Administrator shall have the authority to recover any funds, along with all cost incurred collecting the delinquent funds, including but not limited to attorney fees, court cost, and interest at one percent (1%) per month and liquidated damages. The enforcement for delinquent payments shall be the sole responsibility of the AMF or the employer and not the Local Union. These monies shall not be used to the detriment of the IBEW or the Local Union.

## **ARTICLE XI NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE**

**Section 11.01** 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 purpose of this Fund includes 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 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 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. Accomplishment of these purposes and goals.

**Section 11.02** The Fund shall function in accordance with, and as provided in, the 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 11.03** 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 Greater Sacramento Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**Section 11.04** 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 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 XII SUBSTANCE ABUSE

**Section 12.01** 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.

### THE NECA/IBEW LOCAL AREAWIDE SUBSTANCE ABUSE TESTING POLICY REQUIRED MINIMUM STANDARDS

- 1) Each employer shall have the right to request drug-free applicants for employment from the drug-free applicant pool for each specified designated job or the employer may choose to hire only drug-free applicants for all employees.
- 2) Each applicant and/or employee to be eligible for employment through the drug-free applicant pool shall, where lawful, submit to a substance abuse test, demonstrate compliance, and remain in compliance with the substance abuse policy. Where lawful, each applicant and/or employee shall be tested every \_\_\_\_ calendar years (not less frequently than every 2 calendar years.) Local area substance abuse policies are permitted to be voluntary and those applicants and/or employees choosing to be tested, and who are compliant, would be available for employment in the drug-free applicants pool.
- 3) Each applicant and/or employee to be eligible for employment through the drug free applicant pool shall submit to random drug testing unless random drug testing is prohibited by applicable law. Random drug testing will be required for \_\_\_\_% (not less than 25%) of the group available for testing each calendar year. Every person in the drug-free applicant pool has an equal chance of being chosen for testing every time a random selection is drawn.
- 4) Drug, prohibited substance, and alcohol testing will be required for "Reasonable Cause" situations and those situations shall be clearly defined in the local policy and will include

use, possession, transportation, concealing, buying, selling, dispensing, or receiving prohibited substances. Supervisory personnel should be trained in the proper methods of observation to determine reasonable cause behavior.

- 5) All non-compliant tests and/or actions will require review by a Medical Review Officer (MRO.) The MRO may require accelerated testing. All releases to return to work following a non-compliant test and/or action will require the MRO's release. A release from the MRO does not guarantee an employment opportunity with the former employer.
- 6) All substance abuse testing policies shall contain a rehabilitation component which will provide an applicant and/or employee, who has a non-compliant test and/or action result, the opportunity to become compliant with the local area substance abuse policy and to become eligible for employment through the drug-free referral applicant pool.
- 7) Drug testing will be conducted by an independent testing laboratory hold a current certification from Substance Abuse and Mental Health Services Administration (SAMHSA), National Institute on Drug Abuse (NIDA) or other appropriate agency.
- 8) Urine analysis should be the primary method of testing for prohibited drugs. Initial testing will be accomplished using immunoassay testing for screening and will require gas chromatography/mass spectrometry (GC/MS) for confirmatory test. All alcohol testing will be accomplished using an evidential breath testing device (breathalyzer.) *(Local areas may utilize other approved/ recognized means of testing if negotiated and agreed to at the local level.)*
- 9) Collection of urine specimens shall be conducted in accordance with the current procedures set forth in the HHS Urine Specimen Collection Handbook or other appropriate recognized guidelines. Split samples will be taken to allow for an additional test, which employees may request.
- 10) All test results will be reviewed by a Medical Review Officer (MRO). The MRO shall be a physician that has training and expertise with substance abuse testing and must have a valid certification. The MRO shall, to the extent that they are applicable, following the procedures set forth in the HHS Medical Review Officer Manual for Federal Workplace Drug Testing Programs or other appropriate recognized guidelines.
- 11) A Third Party Administrator (TPA) will be utilized for all drug-testing programs.
- 12) Applicants and/or employees must comply with the terms and conditions of the substance abuse policy in the area where the work is performed.
- 13) The local parties agree that government mandated or customer required and implemented substance abuse policies are beyond the scope of this policy and this policy is not intended to affect government mandated or customer required and implemented substance abuse policies. (For example, this shall include the current DOT and CDL guidelines.)
- 14) Local Unions shall not be responsible for substance abuse testing, or costs associated with substance abuse testing. Substance abuse policies shall contain hold harmless and/or indemnification clauses for local unions negotiating substance abuse policies. Specifically, substance abuse policies shall provide that, by implementation of this Program, the Local Union does not assume legal responsibility for ascertaining or monitoring the drug-free or alcohol-free status of any employee, or for providing employees a safe workplace.

Article XIII  
CODE OF EXCELLENCE

**Section 13.01** 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.

**SCHEDULE "A"**  
**WAGE & FRINGE BENEFITS**  
**LOCAL UNION #401, IBEW**  
**NECA INSIDE AGREEMENT**

The following wage rates shall apply to all jobs effective December 1, 2015 through June 30, 2016.

|                                      |                    |
|--------------------------------------|--------------------|
| GENERAL FOREMAN (120% x JW)          | \$45.00 per hour   |
| FOREMAN (110% x JW)                  | \$41.25 per hour   |
| CABLE SPLICING BY JOURNEYMAN WIREMAN | \$41.25 per hour   |
| CERTIFIED WELDER (105% x JW)         | \$39.38 per hour** |
| JOURNEYMAN WIREMAN                   | \$37.50 per hour   |
| JOURNEYMAN TECHNICIAN                | \$37.50 per hour   |

**APPRENTICE RATES:**

- 1<sup>st</sup> Period 40% OF JOURNEYMAN WIREMAN RATE
- 2<sup>nd</sup> Period 45% OF JOURNEYMAN WIREMAN RATE
- 3<sup>rd</sup> Period 50% OF JOURNEYMAN WIREMAN RATE
- 4<sup>th</sup> Period 60% OF JOURNEYMAN WIREMAN RATE
- 5<sup>th</sup> Period 70% OF JOURNEYMAN WIREMAN RATE
- 6<sup>th</sup> Period 85% OF JOURNEYMAN WIREMAN RATE

**HEALTH & WELFARE:** \$7.92 per Hour

**DEFERRED SAVINGS:** 16% of Gross Payroll Deduction

**N.E.B.F.:** 3% of Gross Productive Labor Payroll

**N.E.I.F.:** 1% of Gross Productive Labor Payroll

**A.M.F.:** \$0.25 per Hour

**N.L.M.C.C.:** \$0.01 per Hour

**J.A.T.C.:** \$1.25 per Hour

**INDUSTRY EVENTS FUND:** \$0.04 per Hour

**LOCAL PENSION:** \$5.99 per Hour

Pension contributions for apprentices shall be at their present percentage times \$5.99 per hour, (i.e. Pension contributions for a 50% apprentice would be 50% X \$5.99 or \$3.00 per hour). There shall be no pension contributions for the first two period apprentices (40% & 45%).

\*NOTE: "Certified welder" classification at 105% of the base journeyman/apprentice wage rate. When welding (stick, wire, or inert gas), employees who are certifiable or have been previously certified shall receive 105% wireman/apprentice rate, one-hour minimum.

**SCHEDULE "A"**  
**WAGE & FRINGE BENEFITS**  
**LOCAL UNION #401, IBEW**  
**NECA INSIDE AGREEMENT**

The following wage rates shall apply to all jobs effective July 1, 2016 through June 30, 2017.

|                                      |                    |
|--------------------------------------|--------------------|
| GENERAL FOREMAN (120% x JW)          | \$46.20 per hour   |
| FOREMAN (110% x JW)                  | \$42.35 per hour   |
| CABLE SPLICING BY JOURNEYMAN WIREMAN | \$42.35 per hour   |
| CERTIFIED WELDER (105% x JW)         | \$40.43 per hour** |
| JOURNEYMAN WIREMAN                   | \$38.50 per hour   |
| JOURNEYMAN TECHNICIAN                | \$38.50 per hour   |

**APPRENTICE RATES:**

- 1<sup>st</sup> Period 40% OF JOURNEYMAN WIREMAN RATE
- 2<sup>nd</sup> Period 45% OF JOURNEYMAN WIREMAN RATE
- 3<sup>rd</sup> Period 50% OF JOURNEYMAN WIREMAN RATE
- 4<sup>th</sup> Period 60% OF JOURNEYMAN WIREMAN RATE
- 5<sup>th</sup> Period 70% OF JOURNEYMAN WIREMAN RATE
- 6<sup>th</sup> Period 85% OF JOURNEYMAN WIREMAN RATE

**HEALTH & WELFARE:** \$7.92 per Hour

**DEFERRED SAVINGS:** 16% of Gross Payroll Deduction

**N.E.B.F.:** 3% of Gross Productive Labor Payroll

**N.E.I.F.:** 1% of Gross Productive Labor Payroll

**A.M.F.:** \$0.25 per Hour

**N.L.M.C.C.:** \$0.01 per Hour

**J.A.T.C.:** \$1.25 per Hour

**INDUSTRY EVENTS FUND:** \$0.04 per Hour

**LOCAL PENSION:** \$6.49 per Hour

Pension contributions for apprentices shall be at their present percentage times \$6.49 per hour, (i.e. Pension contributions for a 50% apprentice would be 50% X \$6.49 or \$3.25 per hour). There shall be no pension contributions for the first two period apprentices (40% & 45%).

\*NOTE: "Certified welder" classification at 105% of the base journeyman/apprentice wage rate. When welding (stick, wire, or inert gas), employees who are certifiable or have been previously certified shall receive 105% wireman/apprentice rate, one-hour minimum.

## **SCHEDULE "A"**

### **WAGE & FRINGE BENEFITS LOCAL UNION #401, IBEW NECA INSIDE AGREEMENT**

The following wage rates shall apply to all jobs effective July 1, 2017 through June 30, 2018.

|                                      |                    |
|--------------------------------------|--------------------|
| GENERAL FOREMAN (120% x JW)          | \$47.40 per hour   |
| FOREMAN (110% x JW)                  | \$43.45 per hour   |
| CABLE SPLICING BY JOURNEYMAN WIREMAN | \$43.45 per hour   |
| CERTIFIED WELDER (105% x JW)         | \$41.48 per hour** |
| JOURNEYMAN WIREMAN                   | \$39.50 per hour   |
| JOURNEYMAN TECHNICIAN                | \$39.50 per hour   |

#### **APPRENTICE RATES:**

|                        |                                |
|------------------------|--------------------------------|
| 1 <sup>st</sup> Period | 40% OF JOURNEYMAN WIREMAN RATE |
| 2 <sup>nd</sup> Period | 45% OF JOURNEYMAN WIREMAN RATE |
| 3 <sup>rd</sup> Period | 50% OF JOURNEYMAN WIREMAN RATE |
| 4 <sup>th</sup> Period | 60% OF JOURNEYMAN WIREMAN RATE |
| 5 <sup>th</sup> Period | 70% OF JOURNEYMAN WIREMAN RATE |
| 6 <sup>th</sup> Period | 85% OF JOURNEYMAN WIREMAN RATE |

**HEALTH & WELFARE:** \$7.92 per Hour

**DEFERRED SAVINGS:** 16% of Gross Payroll Deduction

**N.E.B.F.:** 3% of Gross Productive Labor Payroll

**N.E.I.F.:** 1% of Gross Productive Labor Payroll

**A.M.F.:** \$0.25 per Hour

**N.L.M.C.C.:** \$0.01 per Hour

**J.A.T.C.:** \$1.25 per Hour

**INDUSTRY EVENTS FUND:** \$0.04 per Hour

**LOCAL PENSION:** \$6.74 per Hour

Pension contributions for apprentices shall be at their present percentage times \$6.74 per hour, (i.e. Pension contributions for a 50% apprentice would be 50% X \$6.74 or \$3.37 per hour). There shall be no pension contributions for the first two period apprentices (40% & 45%).

\*NOTE: "Certified welder" classification at 105% of the base journeyman/apprentice wage rate. When welding (stick, wire, or inert gas), employees who are certifiable or have been previously certified shall receive 105% wireman/apprentice rate, one-hour minimum.

**SCHEDULE "A"**  
**WAGE & FRINGE BENEFITS**  
**LOCAL UNION #401, IBEW**  
**NECA INSIDE AGREEMENT**

The following wage rates shall apply to all jobs effective July 1, 2018 through November 30, 2018.

|                                      |                    |
|--------------------------------------|--------------------|
| GENERAL FOREMAN (120% x JW)          | \$48.60 per hour   |
| FOREMAN (110% x JW)                  | \$44.55 per hour   |
| CABLE SPLICING BY JOURNEYMAN WIREMAN | \$44.55 per hour   |
| CERTIFIED WELDER (105% x JW)         | \$42.53 per hour** |
| JOURNEYMAN WIREMAN                   | \$40.50 per hour   |
| JOURNEYMAN TECHNICIAN                | \$40.50 per hour   |

**APPRENTICE RATES:**

|                        |                                |
|------------------------|--------------------------------|
| 1 <sup>st</sup> Period | 40% OF JOURNEYMAN WIREMAN RATE |
| 2 <sup>nd</sup> Period | 45% OF JOURNEYMAN WIREMAN RATE |
| 3 <sup>rd</sup> Period | 50% OF JOURNEYMAN WIREMAN RATE |
| 4 <sup>th</sup> Period | 60% OF JOURNEYMAN WIREMAN RATE |
| 5 <sup>th</sup> Period | 70% OF JOURNEYMAN WIREMAN RATE |
| 6 <sup>th</sup> Period | 85% OF JOURNEYMAN WIREMAN RATE |

**HEALTH & WELFARE:** \$7.92 per Hour

**DEFERRED SAVINGS:** 16% of Gross Payroll Deduction

**N.E.B.F.:** 3% of Gross Productive Labor Payroll

**N.E.I.F.:** 1% of Gross Productive Labor Payroll

**A.M.F.:** \$0.25 per Hour

**N.L.M.C.C.:** \$0.01 per Hour

**J.A.T.C.:** \$1.25 per Hour

**INDUSTRY EVENTS FUND:** \$0.04 per Hour

**LOCAL PENSION:** \$6.99 per Hour



Pension contributions for apprentices shall be at their present percentage times \$6.99 per hour, (i.e. Pension contributions for a 50% apprentice would be 50% X \$6.99 or \$3.50 per hour). There shall be no pension contributions for the first two period apprentices (40% & 45%).

**\*NOTE:** "Certified welder" classification at 105% of the base journeyman/apprentice wage rate. When welding (stick, wire, or inert gas), employees who are certifiable or have been previously certified shall receive 105% wireman/apprentice rate, one-hour minimum.

**SCHEDULE "B"**  
**ZONE RATES**  
**EFFECTIVE DECEMBER 1, 2015**  
**WAGE & FRINGE BENEFITS**  
**LOCAL UNION #401, IBEW – NECA**  
**- INSIDE AGREEMENT -**

**FREE ZONE:** Shall be as described in Article II, Section 2.04.

**Zone Rates:** Zone Rates shall be added to the base hourly rate. All overtime hours shall be paid at one and a half times (zone rate x 1.5) except for Sundays and Holidays which shall be paid at two times (zone rate x 2) the zone rate, calculated from the Washoe County Courthouse:

|                            |                  |
|----------------------------|------------------|
| Zone 1 – 0 to 70 miles     | \$0.00 Per Hour  |
| Zone 2 – 71 to 90 miles    | \$8.00 Per Hour  |
| Zone 3 – 91 miles and over | \$10.00 Per Hour |

See attached map:

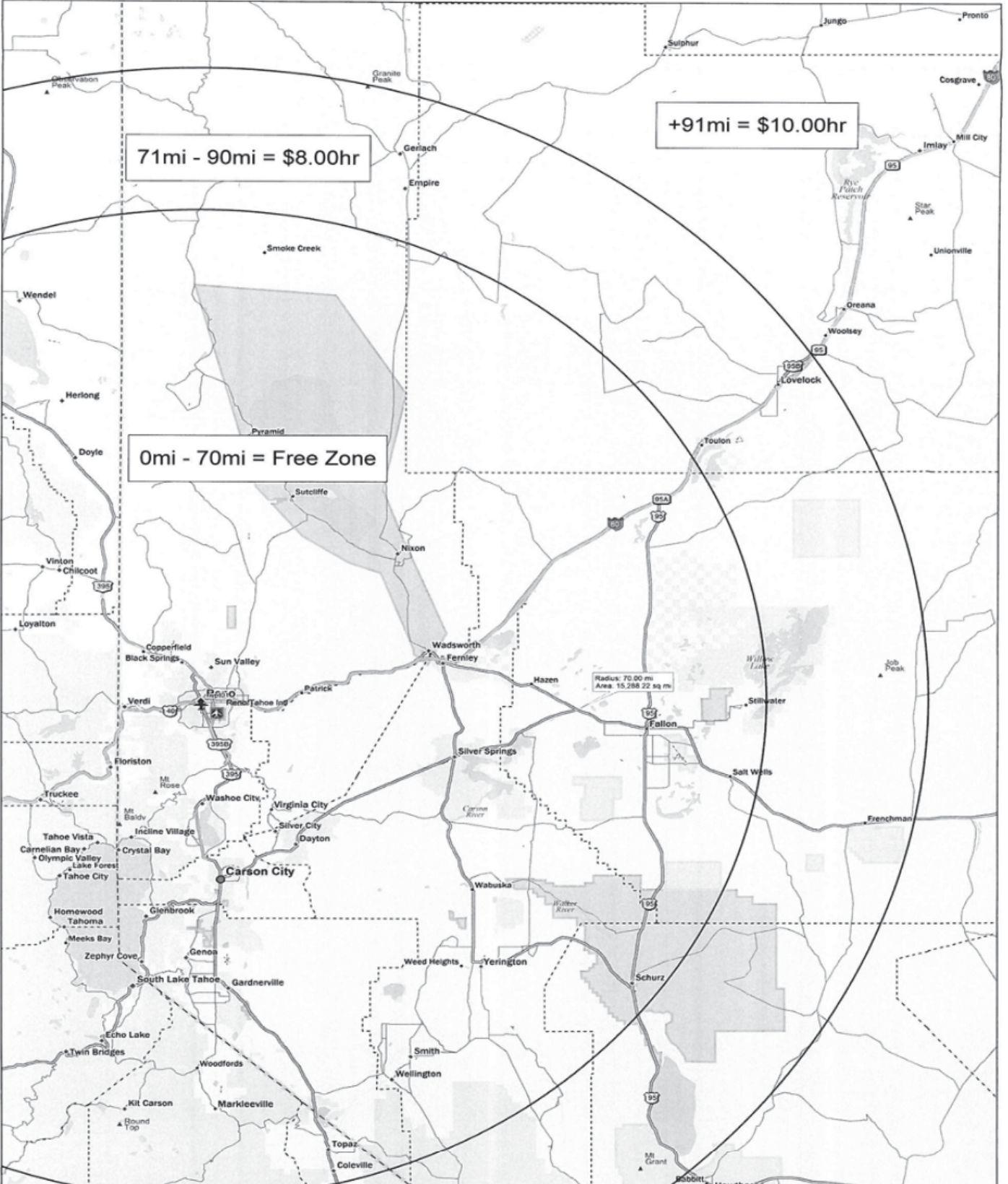
If, on a regular scheduled work day, an employee is not permitted to work, due to weather conditions or lack of material, or other causes beyond the employee's control, said employee shall, notwithstanding, be paid \$64(Sixty-Four Dollars) when working in Zone 2 and \$80(Eighty Dollars) when working in Zone 3 for such days.

In lieu of the Zone Rate on private jobs, the Employer may select to furnish meals and lodging at no cost to the employee, provided said lodging has sanitary facilities and is located within a ten (10) mile radius of the job-site.

**Zone Rate Example:**

*Zone 2: (Base Rate (7/1/2013) \$37.50 + Zone Rate \$8.00 = New Base Rate \$45.50)*  
*Overtime: (New Base Rate \$45.50 x 1.5 = \$68.25)*

*Zone 3: (Base Rate (7/1/2013) \$37.50 + Zone Rate \$10.00 = New Base Rate \$47.50)*  
*Overtime: (New Base Rate \$47.50 x 1.5 = \$71.25)*



**SAVINGS CLAUSE**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon seek to renegotiate substitute provisions which are in conformity with the applicable laws.

\* \* \* \* \*

This **INSIDE AGREEMENT** between the Greater Sacramento Chapter, Reno Division, National Electrical Contractors Association, Inc., and the Local Union No. 401, International Brotherhood of Electrical Workers, is hereby submitted for approval by the International Office of the IBEW and the National Office of NECA, Inc.

For:

Greater Sacramento Chapter  
Union No. 401  
Reno Division  
National Electrical Contractors  
Association, Inc.

  
\_\_\_\_\_  
Fran McDermott  
Executive Director

For:

Local Union No. 401  
International Brotherhood of  
Electrical Workers

  
\_\_\_\_\_  
John H. Seymour  
Business Manager

Dated this 29<sup>th</sup> Day of February, 2016

