INSIDE AGREEMENT

BETWEEN

LOCAL UNION 551
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

AND

REDWOOD EMPIRE CHAPTER
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION

EFFECTIVE
2017 - 2021
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AGREEMENT

Agreement by and between the Redwood Empire Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 551, 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 Redwood Empire Chapter of the National Electrical Contractors Association and the term "Union" shall mean Local Union 551, IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

SCOPE

Employees employed under the terms of this Agreement shall do all electrical construction, fabrication, installation, or erection work, and all electrical maintenance thereof; including the moving, lifting, and placing electric motors, generators, materials and equipment on the jobsite, and the final running tests thereof. This shall include all permanent and temporary electric lighting, heating, and power, and all photovoltaic, electronic communications systems, electric and electronic controls, and control circuits, and necessary conduits and raceways. This shall include operation of all power driven tools and equipment used for these installations.

All work of joining, splicing, and insulating, and the placing of all flameproof covering, where wiped lead joints are necessary, shall be performed by a cable splicer. Journeymen only shall be used in assisting cable splicers. Cable splicers shall not be required to work on wires or cables when difference in potential is over three hundred (300) volts between any two (2) conductors, or between any conductor and ground, unless assisted by another Journeymen. In no case shall cable splicers be required to work on energized cables carrying in excess of four hundred and forty (440) volts.

BASIC PRINCIPLES

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

Section 1.01: Effective Date
This Agreement shall take effect June 1, 2017 and shall remain in effect until May 31, 2021, unless otherwise specifically provided herein. It shall continue in effect from year to year thereafter, from June 1, through May 31, of each year unless changed or terminated in the way later provided herein.

Section 1.02: Changes
(a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

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

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

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

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

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

Section 1.03: Change – Supplement
This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such changes or supplement agreed upon shall be reduced in 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: Strike – Lockout
There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1.05: Matter in Dispute
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: Grievances – Disputes
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: Labor – Management Committee Vote
All matters coming before the Labor-Management Committee shall be decided by majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08: Labor – Management Failure to Reconcile
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: Prior Conditions and Provisions
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: Timeliness of Complaints, Disputes or Grievances
No complaint, dispute or grievance shall be considered unless written notice is delivered by the aggrieved party to the Union and to the Chapter within 14 calendar days from the date on which the alleged complaint, dispute or grievance first occurred, except in the case involving fringe benefit payments.
ARTICLE II
EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01: Employer – Definition
(a) Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a place of business, with suitable financial status to meet payroll requirements.

(b) To be recognized as a Union shop, any individual or concern engaged in Electrical Construction business shall be signatory to this Agreement. The Union will not assume any duty to refer employees to any other employer who has not signed this Agreement. However, this shall not apply to regular maintenance.

Section 2.02: Management Rights
The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing, and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union’s geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer’s and/or owner’s rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.03: Foreman Call Out – Journeyman Recall
(a) The Employer shall be permitted to request by name any applicant the Employer desires to employ as Foreman. The Union will refer such applicant to the Employer if the applicant has not quit his last signatory employer within the last two (2) weeks and all other eligible applicants in higher referral groups have first been referred. The Employer shall immediately upon employment of such applicant classify said applicant (employee) as a Foreman and pay such applicant (employee) Foreman's wage as established in this Agreement for the duration of the job for which he is requested or for a minimum of ninety (90) days, whichever is longer.

(b) The contractor shall have the right to request an employee by name provided that the employee has been employed by said contractor not
less than 15 consecutive days within a period of one year from last date employed by contractor.

Section 2.04: Workers’ Compensation Insurance
For all employees covered by this Agreement, the Employer shall carry Workers’ Compensation Insurance, with a company authorized to do business in this state; Social Security; and such other protective insurance as may be required by the laws of the State of California. He shall also make voluntary contributions to the California Unemployment Compensation Commission regardless of the number of employees.

Section 2.05: Surety Bond
(a) Effective November 1, 2013, all Employers will have to post a surety bond as follows: Any shop or project employing one (1) to two (2) employees covered by this Agreement will have to post a seven thousand five hundred dollar ($7,500) bond or cash; any shop or project employing from three (3) to five (5) employees covered by this Agreement will have to post a twenty-five thousand dollar ($25,000) bond or cash; any shop or project employing six (6) to ten (10) employees covered by this Agreement will have to post a one hundred thousand dollar ($100,000) bond or cash; any shop or project employing more than ten (10) employees covered by this Agreement will have to post a two hundred thousand dollar ($200,000) bond or cash. Said bond shall be in a form acceptable to the Union and guarantee payment of current, delinquent and future wages and/or fringe benefits provided for in this Agreement.

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

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

Section 2.09: Non-Resident Employees (Portability)
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 2.10: Favored Nations
The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.11: Owner Working With Tools
(a) Not more than one employer member of the firm may work with the tools. All firms utilizing an employer member of the firm working with tools as defined shall employ on a continual basis at least one employee hired in conformity with this Agreement.

(b) "Employer member of firm" is hereby defined as owner partner, officer, director, stockholder or person qualifying as responsible managing officer, or responsible managing employee under the State Contractors Licensing Law of the State of California.

Section 2.12: Loaning of Employees
The Employer shall not loan or cause to be loaned, the members of the Union in his/her employ to any other Employer without first securing permission of the Union, and then only when applicants possessing the necessary skills are not available under the Referral procedure.

Section 2.13: Applicant or Employee Contracting
(a) No applicant or employee, while he remains subject to employment by Employers operating under this Agreement, shall be recognized as a contractor for the performance of any electrical work.

(b) Any applicant for employment under the terms of this Agreement holding a license as an Electrical Contractor in the State of California shall not use the referral as means of employment and contract simultaneously.

Section 2.14: Workmanship
Employees shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.
Section 2.15: Improper Workmanship
A Journeyman shall be required to make corrections on improper workmanship for which he is responsible, on his/her own time and during regular working hours, unless errors were made by orders of the Employer or the Employer’s representative. Corrections are to be made only after a fair investigation by the Employer and the Business Manager of the Union. Employers shall notify the Union of employees who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision.

Section 2.16: Appointment of Stewards
(a) The Union shall have the right to appoint a Steward at any shop or any job when employees are employed under the terms of this Agreement. Such Steward shall see that this Agreement is observed, and shall be allowed sufficient time to perform these duties during working hours. Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement.

(b) At no time shall a Steward be discriminated against for the faithful performance of his/her duties. A job Steward shall remain on the job until its completion unless permission has been received from the Business Manager of the Local Union for his/her removal. Stewards may be discharged for cause with the consent of the Business Manager. The Business Manager shall submit a decision on request for discharge within twenty-four (24) hours of the working day when such action took place.

Section 2.17: Union Job Access
A representative of the Union shall be allowed to access any shop or job, at any time, while employees are employed at such shop or job under the terms of this Agreement.

Section 2.18: Assistance to Other Labor Organizations
(a) This Agreement does not deny the right of the Union or its representatives to render assistance to other Labor Organizations by removal of its members from jobs when necessary and when the Union or its representatives desire to do so, but no removal shall take place until notice is first given to the Employer involved and the Redwood Empire Chapter of the National Electrical Contractors Association.

(b) When such removal takes place, the Union or its representatives shall direct the employees on such job to put away, carefully, all tools, materials, equipment, or 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 2.20: Tool List – Employee**

Journeyman shall provide themselves with the following minimum list of hand tools:

Screw Drivers (6) .......... Stubby (2) 1 Blade and 1 Phillips

Philip (2) 6” and 8”
Blade (2) 6” and 8”

Pliers (6) ....................... Side Cutters 8” or 9”

Long nose
Diagonal
Adjustable (2)

Wire Strippers

Pipe Wrench (1) ............ Pipe Wrenches 10” or 14”

Crescent Wrenches (2) .. 6” and 10”
Allen Wrenches (1) ...... One set up to 3/8”
Tap Wrench Set (1) ...... Up to 1/4”

1/4” Socket Set (1) ......... Up to 1/2” or set of nut drivers
Chisel (1) ..................... Wood 3/4”

Plumb Bob (1).............. 8 oz.

Tri Square (1) .............. 12” maximum
Level (1) ..................... 12” maximum

Tin Snips (1) .................. 10” maximum

Knife (1) ...................... Size and type optional

Rules (2) ...................... 10’ to 30’ tape and/or 6’ folding rule

Hacksaw Frame (1) ...... Adjustable

Hammer (1) ................... Claw

Tester (2) ..................... Voltage direct & inductive type (110-600v AC)

Code Book (1) ............... National Electrical Code

File (1) ....................... Half round

Center Punch (1)
Keyhole saw (1)
Awl (1)
Flashlight (1)

The employee shall supply himself with an adequate toolbox and lock for the same. The Employer shall replace all drills and taps broken in the performance of the Employer's work on presentation of the broken drill or tap.

The Employer shall provide a safe and adequate place at the shop or jobsite to store the employee's tools.
The Employer shall be responsible for the replacement of employee's tools stolen or destroyed due to fire at the Employer's shop or job-site under the following conditions:

(a) When the Employer fails to provide a safe locked building, room, tool shed, or vehicle for the storage of employee's tools, or when the tools are in the custody of the Employer or his/her representatives, the Employer shall be liable for the complete replacement of the minimum list of hand tools described above.

(b) It shall be the responsibility of the employee to use all reasonable means to preserve and protect his/her tools. Failure to do so will relieve the Employer of liability. Any employee willfully making false or inaccurate claims will be dealt with by the Union. In the event of a disputed claim, both the Employer or his/her representative and the employee must appear before the Joint Conference Committee, whose ruling shall be binding.

(c) In case of theft of tools a notarized statement of tools stolen must be submitted to the following by the employee: Police Department or Sheriff's Office having jurisdiction in the area where the theft occurred, the office of the Local Union, and the office of the Redwood Empire Chapter, NECA, verifying that the actual theft has been committed.

This statement must contain the following information and be reported within five (5) days: Workman's name, Employer's name, location and details of loss, date of loss, date reported to the law enforcement agency, and the signature of the employer and the employee.

Section 2.21: Other Tools
The Employer shall furnish all other necessary tools or equipment, such equipment shall comply with applicable state safety orders. Employees will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, toolboxes, or other safe places for storage.

Section 2.22: Handling of Tools
No employee shall handle or carry tools or materials in the shop, or on the job, or to and from the shop outside working hours.

Section 2.23: Union Security
All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.
Section 2.24: Age Ratio
On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be 50 years of age or older.

Section 2.25: Annulment/Subcontracting
The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm, or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting, or repair of a building, structure, or other work, will be deemed a material breach of this Agreement.

All charges 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.

Section 2.26: Member Becoming Contractor
(a) No member of Local Union No. 551, while he remains a member of such Local and subject to employment by the Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

(b) To assure proper administration of the foregoing, every employer signatory to this Agreement shall furnish the Redwood Empire Chapter of the National Electrical Contractors Association with the following information in writing on request by the Local Union:

1. Whether the firm is a proprietorship or a partnership or a corporation.

2. If the firm is a proprietorship doing business under a fictitious name, the name or names of the true owner or owners.

3. If the firm is a partnership, the names and proportions of partners.
4. If the firm is a corporation, the names of the principal officers, and of any person owning or controlling through trust, community property or otherwise, five percent (5%) or more of the outstanding shares of stock of the corporation. The Redwood Empire Chapter of the National Electrical Contractors Association agrees to inform the Union on demand of any of the foregoing conditions relating to any such firm and individual in the instance of such person working or proposing to work in accordance with paragraph (a) above, and that effective August 15, 1970, and thereafter each firm signatory to this Agreement will inform the Union, in writing of the name of any member of such firm who will be working in accordance with (a) above, at least thirty (30) days in advance of the commencement of his/her working, or sooner if mutually agreed by the Local Union and the Employer.

Section 2.28: Rebate of Wages
No Employer or employee or their agents shall give or accept, directly or indirectly, any rebates of wages. Any Employer found violating this provision shall be subject to having this Agreement terminated upon written notice thereof being given by the Union.

Section 2.29: Vehicle Identification
The Employer agrees to identify all vehicles operated by workers covered by this Agreement. The firm name and/or a firm identity number assigned by the Joint Conference Committee must be affixed on both sides of each vehicle in a permanent manner and a contrasting color. Two (2") inch size legible letters will be accepted as a minimum if a sign is used, or three and one half (3 ½) inch size legible letters and numbers if the identity is used.

Section 2.30: Special Consideration
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.
ARTICLE III
HOURS – WAGES – WORKING CONDITIONS

Section 3.01: Hours (Workday/Workweek)
(a) Standard Work Day – Work Week
   Eight (8) hours work between the hours of 8:00 A.M. and 12:00 noon; 12:30 P.M. to 4:30 P.M., Monday through Friday with 30 minutes for lunch period shall constitute a workweek.

(b) Four Ten Option
   The option of working four ten-hour days is available Monday through Thursday, or Tuesday through Friday. Hours worked must be between 7:00 A.M. and 5:30 P.M. On this schedule, overtime (after 40 hours) on Fridays is at 1.5 the straight time rate for the first ten hours worked. Any hours worked in excess and on Sundays is paid at double the straight time rate.

(c) Arrival Time
   When electrical employees are requested and referred to a shop or job between 8:00 A.M. and 8:30 A.M., they shall be paid from 8:00 A.M., provided they arrive at the shop or job in a reasonable amount of time, but not later than 9:30 A.M. of the same day.

(d) Flexible Starting Times
   Flexible starting times are permissible providing the starting time is no earlier than 7:00 A.M. However, an earlier starting time between the hours of 6:00 A.M. and 7:00 A.M. is permitted if there is a majority vote taken by the employees on the job and mutually agreed upon by employer and employees.

(e) Rest Periods
   Every Employer shall authorize and permit all employees to take rest periods. Rest periods may be staggered to avoid interruption in the flow of work. The authorized rest period time shall be based on the total hours worked daily at the rate of 10 minutes rest break during each four hours worked, or a major fraction thereof. Rest periods shall take place at employer-designated areas, which may include or be limited to the employee’s immediate work area. This language shall remain effective as long as, or until the State of California changes the law regarding breaks for construction workers. In the event of a change in the law, this language is subject to modification or termination by either party.

Section 3.02: Overtime/Holidays
   Work performed up to two (2) hours per day either immediately prior or immediately after the regularly scheduled work hours Monday through Friday, and eight (8) hours on Saturday during regular scheduled hours
shall be paid at one and one half (1 ½) times the hourly straight time rate. All work performed outside the hours stated above and on Sundays, and the following holidays: New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Fourth of July (Independence Day), Labor Day, Veterans’ Day, Thanksgiving Day and the following Friday, and Christmas Day and/or days celebrated as such shall be paid at double the straight time hourly rate of pay. Any of the above designated holidays occurring on Saturday shall be observed on the preceding Friday, and if any of the above designated holidays occur on Sunday they shall be observed the following Monday.

Section 3.03: Labor Day
No work shall be performed on Labor Day, except in case of an emergency.

Section 3.04: Pay Day – Payroll Requirements
(a) Wages shall be paid weekly and no more than three (3) days wages may be withheld. Employers shall notify the Local Union office which day they shall determine as their payday. The Employer shall reimburse the employee for all reasonable expenses incurred by the employee for paychecks returned by the bank due to insufficient funds. No employee shall return to work following a regular payday if he has not received his/her wages for the previous pay period.

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

(c) Discharge – Layoff
Any employees laid off or discharged by the Employer shall be paid all his/her wages immediately. In the event he is not paid off, waiting time at the regular straight-time rate of pay, not to exceed eight (8) hours pay per day, shall be charged until payment is made. Employees laid off shall be notified at least one (1) hour previous to lay-off period.

(d) Payroll Requirements
Fringe Benefits and Union Dues deductions, transmittals, and accompanying checks shall be post marked by the tenth of the month following the month covered, or received by the depository by the fifteenth of the month following the month covered.
If the foregoing conditions are not met, or paychecks are returned by the bank for insufficient funds, the Union shall remove employees covered under the terms of this Agreement from the Employers shop or job immediately following notifications to the Employer, and the Redwood Empire Chapter of the National Electrical Contractors Association.

Section 3.05 (a): Classifications – Wages
The minimum hourly rate of wages shall be as follows:

**Journeyman Wireman:** $47.40  
**Journeyman Technician:** 100% of Journeyman Wireman Rate  
**Foreman:** 112.5% of Journeyman Wireman Rate  
**General Foreman:** 125% of Journeyman Wireman Rate

Apprentice pay rates are based on the JW rate + $2.00 ($47.40 + $2.00)

**Apprentice Wireman** – Ten (10) Steps

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<tr>
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Section 3.05 (b): Fringes *(Also refer to Article VI)*
In addition to the above hourly rates, payments shall be made as follows:
1. NEBF: 3% of gross labor payroll (Article VI).
2. Redwood Empire Electrical Workers’ Health & Welfare Trust: $12.00 per hour worked.
3. Industry Fund: 1% of gross labor payroll (Article VII)
4. Redwood Empire Electrical Workers’ Pension Trust: $7.00 per hour worked; and $5.00 per hour for apprentices 50% – 85%.
5. Apprenticeship and Training: 2.5% of base JW rate per hour
6. NLMCC: $0.01 per labor hour worked (Article IX)
7. LMCC: $0.30 per labor hour worked (Article VIII)
8. AMF: 0.5% of gross wage (Admin Maintenance Fund)

Section 3.06: Travel Time – Job Reporting Points
Employees shall report directly to the Employer’s shop or designated jobsite at 8:00 A.M. From this point, the Employer must furnish all transportation from shop to job, job to job, and job to shop. During
working hours, no employee shall use his/her own transportation for this purpose. Provided on jobs of more than forty-eight (48) hours continuous man hours duration, any Employer without respect to the location of his/her permanent shop, may require employees to report directly to a job site, which qualified as such by provision for safe storage of tools, under the following conditions:

(a) Work performed at the Geysers shall be paid at $50.00 travel/subsistence for each day worked. Work performed in the Crescent City area shall be $75.00 per day subsistence for each day worked (or) employer shall provide company vehicle and fuel.

(b) At all such job-site reporting points, provision shall be made by the Employer for safe storage of workmen tools.

(c) No Employee shall, at any time, transport the Employer’s tools or material in the employee’s own vehicle. Neither shall he loan, lease, or rent any vehicle to be used by an Employer signatory to this Agreement.

Section 3.09: Union Dues Deduction
The Employer agrees to deduct and forward to the Financial Secretary of the Local Union – upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3.10: Ratio of Foremen to Journeymen
On all jobs requiring three (3) Journeymen, one (1) Journeyman shall be designated by the Employer as a working Foreman, except for those jobs that are less than five (5) days duration. However, in a shop where seven (7) or less employees are employed, one employee may be designated as a Foreman by the Employer and may supervise any combination of six (6) employees, or any number of jobs at the same time. A Foreman shall not supervise more than ten (10), including apprentices. On all jobs requiring two (2) or more Foremen, there shall be a General Foreman, except for those jobs that are less than five (5) working days duration. General Foremen shall work in a supervisory capacity only, and may not supervise more than forty (40) employees. Foremen shall not act as Foremen on more than one (1) job at a time, except as stated above.

Section 3.11: Provisions for Lack of Work
(a) When men are directed to report to a job, 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 notified before
7:00 A.M. If the individual employee has not provided the Employer, upon request, with a telephone number where he can be reached, it shall become the employee’s responsibility to contact the Employer prior to reporting to work in the event of doubtful weather conditions.

(b) Any applicant dispatched and reporting to a specific job-site and being rejected by the Employer shall receive $50.00 as show-up time.

(c) All workmen laid off shall be notified of such layoff one hour before termination of work. Such workmen shall be paid all wages due him and given a termination slip immediately upon termination of work. The termination slip shall be completed, stating the reason for termination, and the employee’s copy shall have, in addition to the firm’s name, the firm’s address.

(d) Any man reporting for work and being laid off or any man not having been notified the previous day of his/her layoff shall receive not less than four (4) hours wages.

Section 3.12: Shift Work
When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days’ duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the
completion of eight (8) hours of any shift shall be paid at one and one-half
times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate
shall be the maximum compensation for any hour worked. There shall be
no requirement for a day shift when either the second or third shift is
worked.

Section 3.12 (a): Shift Work Benefits
Employees working under the shift clause outlined in Article III, Section
3.12 shall have their fringe benefit contributions paid on a full eight (8) or
ten (10) hours basis, depending on the shift. Employees working less than
a full shift shall receive fringe benefit contributions based on hours
actually worked.

Section 3.13: Handling of Material and Equipment
Employees employed under the terms of this Agreement shall do all work
of handling and moving any electrical material, equipment, and apparatus
on the job to be installed by employees covered hereunder.

Section 3.14: High Time
When it is necessary for an employee to stand on any ladder or scaffold of
any height which is liable to be interfered with or hazardous, then there
must be someone to guard such ladder or scaffold. All employees required
to work on towers, or to overhang a structure, from suspended scaffold,
trusses, or bos’ns chairs, or other supporting levels where the workman is
required to work within five (5) feet of a direct fall at a distance of sixty
(60) to ninety (90) feet from the ground, water, or supporting structure,
shall be paid at time and one-half (1 ½) the regular rate of pay for such
work. On work in excess of ninety (90) feet, they shall be paid at double
the straight time rate. When such work is performed outside of the
regularly scheduled working hours, they shall be paid three (3) times the
regular straight-time rate of pay for such high time. Any employee so
assigned shall receive premium rate of pay for not less than one (1) hour.

Section 3.16: Authority of Foreman
On jobs having a Foreman present, no one except the Foreman shall issue
directions or orders to the employees on the job.

Section 3.17: Safety and Health
The Employer and the employees agree to comply with all applicable
safety and health laws, rules, and regulations. Failure of the Employer
and/or employee to comply with such laws, rules, and regulations shall be
deemed a violation of this Agreement.
ARTICLE IV
REFERRAL PROCEDURE

Section 4.01: Definition
In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

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

Section 4.03: Rejection of Applicant
The employer shall have the right to reject any applicant for employment.

Section 4.04: Selection and Referral of Applicants – Discrimination
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: Referral Groups
The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN – JOURNEYMAN TECHNICIAN

GROUP I: All applicants for employment who have four or more years’ experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman’s examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.
Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant’s former Group I status local union.

GROUP II: All applicants for employment who have four or more years’ experience in the trade and who have passed a Journeyman Wireman’s examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III: Any 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: Temporary Employees
If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer’s request, Saturdays, Sundays and holidays excluded, 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: Registration of Temporary Employees
The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such “temporary employees” and shall replace such “temporary employees” as soon as registered applicants for employment are available under the referral Procedure.

Section 4.08: Normal Construction Labor Market
“Normal construction labor market” is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: Marin, Sonoma, Lake, Mendocino, Humboldt, and Del Norte Counties 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 area under the Davis-Bacon Act to which the Agreement applies.

Section 4.09: Definition of Resident
“Resident” means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

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

Section 4.11: Available for Work List
The Union shall maintain an “Available for Work List” which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 4.12: Re-registration
An applicant who has registered on the “Available for Work List” must renew his application every 30 days or his name will be removed from the list.

Section 4.13: Less than 120 Hours
An applicant who is hired and who receives, through no fault of their own, work of one hundred and twenty (120) hours or less shall, upon re-registration, be restored to the appropriate place within their Group. Applicants will be issued a maximum of three (3) referrals per Available-For-Work list registration date.

Section 4.14: Procedure of Applicant Referral
(a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the “Available for Work List” and then referring applicants in the same manner successively from the “Available for Work List” in Group II, 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.
Applicant Discharge for Cause
(b) An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant’s continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion:

1. Require the applicant to obtain further training from the JATC before again being eligible for referral;
2. Disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct;
3. Refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or
4. Restore the applicant to his/her appropriate place on the referral list.

Section 4.15: Referral Exceptions
The only exceptions which shall be allowed in this order of referral are as follows:
(a) When the Employer states a bona fide requirement 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: Appeals Committee
An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.17: Appeals Committee – Function
It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with
by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.18: Referral Procedure Inspection
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: Referral Procedure – Posting
A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20: Referral – Apprentices
Apprentices shall be hired and transferred in accordance with the Apprenticeship provision of the Agreement between the parties.

ARTICLE V
APPRENTICESHIP AND TRAINING

Section 5.01: Committee Members – Function
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: Committee Appointments
All JATC member appointments, re-appointments, and acceptance of appointments shall be in writing. Each member shall be appointed for a three year term, unless being appointed for a lesser period of time to
complete an un-expired 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: Apprentice/Apprenticeship Issues
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 document.

Section 5.04: Number of Committees and Trusts
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: Training Director
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: Apprentice Job Training Assignments
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: Entering the Apprenticeship Program
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 re-instated 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: Number of Apprentices
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: Employer Apprentice Requests
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: Un-indentured Workers
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, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11: Health & Welfare – NEBF
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: Apprentice Ratio
Each job site shall be allowed a ratio of one apprentice(s) for one Journeyman Wiremen (man).

<table>
<thead>
<tr>
<th>Number of Journeymen</th>
<th>Maximum Number of Apprentices/Un-indentured</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Etc.</td>
<td>Etc.</td>
</tr>
</tbody>
</table>

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: Apprentice Supervision
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: Graduating Apprentices – License – College Credit
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: Local Joint Apprenticeship Training Trust
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: JATC Contribution Rate
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 contribution rate is $1.18 for each hour worked. Contribution rate is calculated at 2.5% of base journeyman rate. This sum shall be due to 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

Section 6.01: NEBF

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized by the NEBF the individual Employer will forward monthly to the NEBF’s designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours’ notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

Section 6.02: Health and Welfare

The individual Employer shall contribute and forward monthly to the Redwood Empire Electrical Workers’ Health and Welfare Trust Fund an amount equal to the current Health & Welfare contribution rate for each hour worked, which s/he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Redwood Empire Electrical Workers’ Health and Welfare Agreement and Trust. *Reference Section 3.05(b) and Wage/Benefit Schedules
Section 6.03: Pension – Standard Contribution
The Redwood Empire Electrical Workers’ Pension Trust Agreement shall become a part of this Agreement as set forth in full herein. Such provisions are incorporated herein by this reference. Each party agrees to be bound by the Trust Agreement and all amendments thereto (and any Restatement in full of the document) as may be made from time to time.

The individual Employer shall contribute and forward monthly to the Redwood Empire Electrical Workers’ Pension Trust Fund an amount equal to the approved pension classification level for each hour worked, which s/he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Redwood Empire Electrical Workers’ Pension Agreement and Trust.

Contributions to the Retirement Plan (as well as any other defined contribution plan offered by the Employer) made on behalf of any individual employee shall be in compliance with and not exceed the maximum benefits and limits of the Internal Revenue Code §415 and lawful regulations issued thereunder.

Section 6.06: Administrative Maintenance Fund
Effective June 1, 2017 transmittal period which starts on May 31, 2017 all Employers signatory to this Labor Agreement shall contribute one half of one percent (.005) per hour for each hour worked by each employee covered by this Labor Agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the collective bargaining agreement, grievance handling, and all other management duties and responsibilities in this agreement. The fund is to be administered solely by the employers. The Administrative Maintenance fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month and shall be bound to the same delinquency requirements under this Labor Agreement. The enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the employers and not the local union. The fund may not be used in any manner detrimental to the Local Union or the IBEW.
Section 6.07: Fringe Benefit Remedies

(a) The failure of an individual Employer to comply with the provision of Section 6.01 through 6.06 shall also constitute a breach of this labor agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contribution to such funds which have resulted from the violation.

(b) If, as the result of violations of this Section, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with sub-section (a) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants’ and attorneys’ fees incurred by the Union and/or Fund Trustees, plus the costs of litigation which have resulted from the bringing of such court action.

(c) The monthly transmittal form prescribed by the parties to this agreement and accompanying check must be received by the bank or depository selected by the parties to this agreement no later than the fifteenth (15th) of the following month.

(d) Any contractor who fails to report or make contributions due to any fund(s) in the agreement on or before the fifteenth (15th) day of the month which it is due, or who issues a non-sufficient check shall be considered delinquent. Each delinquent contractor shall pay liquidated damages in the amount fifteen (15%) per cent of the indebtedness or three hundred fifty dollars ($350.00) for each month delinquency, whichever is greater. This amount shall be assessed on the entire amount due on the transmittal including the NEBF and NECA payments and paid to the administrative office to cover the expenses incurred by the Health & Welfare and Pension plans in collecting delinquent contributions.

In the event it is necessary to file suit to collect delinquent contributions, interest at 10% will be charged on the entire amounts due, plus attorney’s fees and costs of suit.

ARTICLE VII
NATIONAL ELECTRICAL INDUSTRY FUND
NEIF

Section 7.01: Contribution Rate

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

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

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

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

**ARTICLE VIII**

**LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE**

**LMCC**

**Section 8.01: Definition**

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

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

Section 8.02: Agreement – Trust
The Fund shall function in accordance with, and as provided in, it’s Agreement and Declaration of Trust and any amendments thereto, and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8:03: Contribution Rate
Each Employer shall contribute $0.31 per hour for each hour worked. 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 Redwood Empire Chapter, NECA, or its designee, shall be the collection agent for this fund.

Section 8:04: Compliance
If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars ($20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys’ fees.

ARTICLE IX
NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 9.01: Parties to Agreement
The parties agree to participate in the NECA/IBEW National Labor-Management Cooperation fund, under authority of Section 6(b) of the
Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purpose of this Fund includes the following:

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

Section 9.02: Agreement and Declaration of Trust
The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereof 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 Trust.

Section 9.03: Contribution Rate
Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Redwood Empire Chapter, NECA, or its designee shall be the collection agent for this Fund.
Section 9.04: Remedy
If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars ($20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys’ fees.

ARTICLE XI
SUBSTANCE ABUSE

Section 11.01: Substance Abuse
The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XII
CODE OF EXCELLENCE

Section 12.01: Code of Excellence
The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers’ expectations. Therefore each IBEW local union and NECA chapter shall implement a
ARTICLE XIII
NATIONAL ELECTRICAL 401(K) PLAN

Section 13.01: National 401(k) Plan
It is agreed that the individual Employer, in accord with the National Electrical 401(k) Plan Agreement Trust (“Agreement and Trust”) as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers, as amended, will participate in the National Electrical 401(k) Plan (“NEFP”).

The individual Employer recognizes that applicable rules require contributions to be transmitted to a 401(k) plan as soon as can reasonably be segregated from the general assets of the Employer. The Trustees of the NEFP strongly encourage all contributing employers to regularly remit to the NEFP or its designee any and all bargaining unit employee elective deferrals within seven business days of the date when the Employer receives or withholds such employee elective deferrals. However, in recognition that some employers may be unable reasonable to segregate participant contributions from their general assets more frequently than the standard monthly processing cycle for participant contributions to pension plans, as noted in U.S. Department of Labor Field Assistance Bulleting 2003-2, all contributions must be remitted by the fifteenth (15th) of the month following the month in which the amounts would otherwise have been payable to the participant. In all events, contributions not remitted by this date shall constitute a debt due and owing to the NEFP. In making such contributions, the individual Employer shall utilize the NEFP’s electronic remittance system. Further, in agreeing to participate in the NEFP, the individual Employer agrees to cooperate with the NEFP to perform all required testing of the NEFP under the tax laws.

The Chapter and/or the individual Employer, as the case may be, and the Local Union certify that no existing defined benefit plan was terminated or modified in any matter solely as a condition upon or as a result of the adoption of the NEFP. This provision does not interfere with the rights and obligations of such local plan(s)’ trustees to make changes to the plan(s) pursuant to the needs of the plan(s), their fiduciary duty, and the requirements of ERISA, the Pension Protection Act, or other laws and regulations.

Inasmuch as the NEFP is intended to offer bargaining unit employees the opportunity to defer current salary into a retirement savings plan and not to
replace any existing employer-funded defined benefit plan, no employer contributions will be required or accepted on behalf of individuals for hours worked under the terms of this agreement.

The individual Employer hereby accepts, and agrees to be bound by, the Agreement and Trust.

An individual Employer who fails to remit employee elective deferrals as provided above shall be subject, in addition to all remedies afforded by law or in the Agreement and Trust, to having its participating in the NEFP suspended or terminated at the discretion of the Trustees of the NEFP upon written notice to the individual Employer. An individual Employer who fails to remit as provided above shall be additionally subject to having this agreement terminated upon seventy-two (72) hours’ notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Agreement and Trust shall also constitute a breach of his labor agreement.

**SUPPLEMENTAL TUNNEL AGREEMENT**

**Definition:** This Supplemental Tunnel Agreement entered into this first day of July 1975, between Redwood Empire Chapter of the National Electrical Contractors Association, hereinafter referred to as the Employer and Local Union No. 551 of the International Brotherhood of Electrical Workers, hereinafter referred to as the Union.

This Agreement is a supplement to the basic Inside Wireman's Agreement between the parties hereto dated July 1, 1975, and hereinafter referred to as the Inside Wireman's Agreement. It is the desire of the parties hereto negotiate a supplement to the current Inside Wireman's Agreement to provide for conditions governing the tunnel construction.

This supplement shall take effect July 1, 1975 and run currently with the current Inside Wireman's Agreement. All Articles of the current Inside Wireman's Agreement shall become part of this Supplement Agreement covering tunnel construction unless those conditions are specifically modified by this Supplement.

**Section 1:** The following shall be a minimum rate of wages for work performed in any uncompleted tunnel or shaft:
Journeyman 100% of rate, plus $.50 per/hr  
Foreman Wireman 112.5% of Journeyman rate, plus $.50 per/hr  
General Foreman 125% of Journeyman rate plus $.50 per/hr  
Journeyman Wireman when cable splicing 110% of Journeyman rate plus $.50 per/hr  
Apprentice 100% of their applicable rate plus $.50 per/hr

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

Section 2: Shift work will be permissible, as set forth in ARTICLE III, Section 3.12, of the Inside Agreement.
(a) Double regular shift hourly rate of pay shall be paid for work performed on Saturday, Sunday and the following holidays: New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Fourth of July, Labor Day, Veterans’ Day, Thanksgiving Day and the following Friday, and Christmas Day, or days celebrated as such. Any of the above designated holidays occurring Saturday shall be observed the preceding Friday. Any holidays occurring on Sunday shall be observed on the following Monday.

Section 3: CONDITIONS OF WORK
(a) Whenever there is electrical work to be done in or about a tunnel, shaft or adit, it shall be done by the electricians receiving the established rate of pay for a minimum of two (2) hours.
(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 not be considered as “high time.”
(d) Employees shall not be required to enter the heading after a blast until all requirements of the State Safety Codes have been complied with.
(e) Compensation for travel within tunnels when the shifts are scheduled to start and stop at the heading:

<table>
<thead>
<tr>
<th>Distance from Entrance to Place of Work</th>
<th>Allowance for Travel Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) up to 5,000 feet</td>
<td>an allowance equal to 1/4 hour at the straight time rate doubled.</td>
</tr>
<tr>
<td>(2) 5,000 to 15,000-feet</td>
<td>an allowance equal to 1/2 hour at the straight time rate doubled.</td>
</tr>
<tr>
<td>(3) 15,000 feet and beyond</td>
<td>an allowance equal to 1 hour at the straight time rate doubled.</td>
</tr>
</tbody>
</table>

(f) All travel time or allowances 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. Employee shall be
responsible for clothing and rubber goods issued to him/her and shall return the same to Employer at the time of termination.

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

Section 4: All electrical work being performed under the terms of this supplement shall be governed by "Tunnel Safety Orders" and "Electrical Safety Orders" issued by the Division of Industrial Safety; and when applicable "General Order No. 95", issued by State Public Utilities Commission.
SCHEDULE A:
WAGE RATES AND BENEFITS
SONOMA, LAKE, MARIN, MENDOCINO,
HUMBOLDT & DEL NORTE COUNTIES
EFFECTIVE JUNE 1, 2017 THROUGH MAY 31, 2021

Journeyman Wireman…………………………………………………………$47.40/hr
Foreman Wireman………………………………………………………………$53.33/hr
General Foreman………………………………………………………………$59.25/hr
Journeyman Cable Splicer……………………………………………………….$52.14/hr

APPRENTICES:
Apprentice pay rates are computed on the Journeyman rate + $2.00
40% - $19.76 NO LOCAL PENSION PAID ON 40% & 45% APPRENTICES
45% - $22.23 50% through 85% apprentices are paid $5.00/hr pension
50% - $24.70
55% - $27.17
60% - $29.64
65% - $32.11
70% - $34.58
75% - $37.05
80% - $39.52
85% - $41.99

FRINGE BENEFIT CONTRIBUTIONS:
Health & Welfare………………………………………………………………$12.00/hr
JATC (Apprentice Training)…………………………………………………..$1.18/hr
Pension………………………………………………………………………….$7.00/hr
National Pension……………………………………………………………..3% of gross wage
AMF (Admin Maintenance Fund)…………………………………………$0.5% of gross wage
Labor/Mgmt Fund……………………………………………………………..$0.31/hr
Travel Pay/Subsistence: $50.00 per day Geysers / $75.00 per day Crescent City

SCHEDULED INCREASES
June 1, 2018: $2.00 per hour for allocation by members
June 1, 2019: $3.00 per hour for allocation by members
June 1, 2020: $3.00 per hour for allocation by members

WIREMAN CLASSIFICATION RATES
General Foreman……………………………125% of Journeyman Wireman Rate
Foreman ………………………………………112.5% of Journeyman Wireman Rate
Cable Splicing………………………………110% of Journeyman Wireman Rate
SEPARABILITY CLAUSE
Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

GENDER LANGUAGE
Whenever the male gender is used in this Agreement, the female gender is also intended.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW©

Signed:
Redwood Empire Chapter, National Electrical Contractors Association

Signed:
International Brotherhood of Electrical Workers
Local Union No. #551

By______________________________   By______________________________
Anisa M. Thomsen   John P. McEntagart
Executive Director   Business Manager

APPROVED
INTERNATIONAL OFFICE-I.B.E.W.

May 24, 2017
Lonnie Stepherson, President
This approval does not make the International a party to this agreement.
-Notes-