

**INSIDE WIREMAN'S
AGREEMENT**

between the

EAST CENTRAL CALIFORNIA CHAPTER

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

and

LOCAL UNION #100

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

**June 1, 2024
through
May 31, 2027**

Table of Contents

Introduction	Page 1
Article I	Effective Date – Termination - Amendments – Disputes – Grievances..... Page 1
Article II	Employer Rights – Union Rights..... Page 3
	Favored Nations..... Page 3
	Management’s Rights Clause Page 3
	Foreman Call-Out Page 4
	Union’s Rights Clause Page 5
	Annulment – Subcontracting Page 6
	Non – Resident Employees..... Page 7
Article III	Hours – Wages – Working Conditions Page 8
	Four – Ten Hour Days Page 8
	Over Time – Holidays - Sick Leave Page 8
	Rest Break..... Page 9
	Shift Work..... Page 9
	Welding Page 11
	Wage Rate..... Page 11
	Tool List..... Page 14
	Travel – Subsistence Page 17
	Safety Page 19
Article IV	Hiring Clause – Referral Procedure..... Page 21
	Journeyman Wireman – Journeyman Technician..... Page 21
	Repeated Discharge Page 23
	Worker Recall Page 24
Article V	Apprenticeship and Training Page 25
Article VI	N.E.B.F. Page 29
Article VII	A.M.F. Page 29
Article VIII	Health & Welfare..... Page 30
Article IX	Local Pension Plans Page 31
Article X	Vacation Page 32
Article XI	Tunnel Supplement..... Page 32
Article XII	N.L.M.C.C. Page 32
Article XIII	L.M.C.C. Page 34
Article XIV	National Electrical Industry Fund..... Page 35
Article XV	Substance Abuse Policy..... Page 35
Article XVI	Code of Excellence Page 36
Article XVII	Prior Agreements Page 36
	Separability Clause Page 36
Article XVIII	Trust Delinquencies Page 37
Article XVIII	Surety Bond Page 37

INDEX

Item	Article or Section
Age Clause	3.14
Administrative Maintenance Fund.....	Article VII
Annulment	2.16.1 – 2.16.3
Appeals Committee.....	4.16, 4.17
Appr. and Journeyman Training Fund.....	5.15, 5.16
Apprentice Committee.....	5.1
Apprentice Hiring	5.8, 4.20
Apprentice Wage	3.7(a)
Apprentice Ratio	5.12
Apprenticeship Language, Standard	5.1 – 5.16
Bargaining Representative.....	Opening, 2.3.4
Basic Principals.....	Opening
Cable Splicing.....	3.7, 3.28
Cancellation Clause	1.2
Changes or Supplements.....	1.3
Definitions	4.8 – 4.10
Disputes	1.2
Effective Dates.....	1.1
Employer Qualifications.....	2.3.1
Equal Terms and Conditions.....	2.2
Exceptions to Order of Hiring	4.15 (a) & (b)
Favored Nations.....	2.2
Foreman Requirements	3.11 - 3.12
Four Ten-Hour Days.....	3.1 (b)
General Foreman Requirement.....	3.13
Grievances	1.6
Hazard Pay or High Time	3.6.2, MOU-11.5
Health and Welfare	Article VIII
Hiring Clause	Article IV
Holidays.....	3.2 (b)
Hours, Work Day, Work Week	3.1(a)
I.B.E.W. Labels.....	2.16
Improper Workmanship.....	3.17, 3.18
Inspect Referral Procedure.....	4.18
Jurisdiction.....	4.8
Labor – Management Committee	1.5
Labor Management Cooperation Fund	Article XIII
Loaning Workmen	2.11
Management Rights Clause	2.3.2
National Electrical Benefit Fund	Article VI
National Electrical Industry Fund.....	Article XIV
National Labor Management Cooperation Committee.....	Article XII
No Strike or Lockout Clause	1.4

Non-Resident Employees	2.17
Outside Firms.....	2.17
Overtime	3.2
Pay Day.....	3.8(a)
Pension, Local.....	Article IX
Prior Agreements	17.1
Public Works.....	3.7(b)
Rebate of Wages	2.14
Referral Procedure, Standard.....	4.1 – 4.19
Removal of Union Employees.....	2.10
Safety Clause	3.25, 3.26
Scope of Work	2.1, 3.27 – 3.32
Shift Work and Pay.....	3.5, MOU-11.6
Shop to Job Travel	3.19
Show-Up Pay	3.10
Signed Agreement.....	End
Signs on Trucks and Vehicles.....	2.5
Skills Update Responsibility.....	2.18
Stewards.....	2.12
Subletting of Work.....	2.16 – 2.16.3
Subsistence.....	3.22, 3.23
Substance Abuse Policy	Article XV
Surety Bond	Article XIX
Temporary Employees.....	4.6, 4.7
Termination of Agreement.....	1.1 – 1.3
Termination of Employees.....	3.8(a)
Tool List.....	3.15
Tools	2.9, 2.10, 3.16
Travel Requirements.....	3.19- 3.23
Trust Delinquencies	Article XVIII
Tunnel Supplement	Article XI, MOU
Union Access to Shop / Job	2.13
Union Security Clause	2.7
Union Fees	2.7
Union’s Rights Clause	2.7
Use of Employee’s Vehicle	3.24
Vacation Plan	Article X
Wage Scale	3.7(a)
Welding.....	3.6.3, 3.7(a)
Working Contractor, Definition.....	2.4
Workman’s Compensation Insurance	2.6
Worker Recall.....	4.21
Work Stoppage	1.4

INSIDE WIREMAN’S AGREEMENT

Agreement by and between the East Central California Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 100, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement.

As used hereinafter in this Agreement, the term Chapter shall mean the East Central California - Chapter of NECA and the term “Union” shall mean Local Union No. 100, 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. 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 – TERMINATION AMENDMENTS – DISPUTES – GRIEVANCES

Section 1.1 This agreement shall take effect June 1, **2024**, and shall remain in effect until May 31, **2027** unless otherwise specifically provided for 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 1.2 (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 negotiation 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

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

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 decision shall be final and binding.

(e) When a case has been submitted to the Council, it shall be the responsibility of the negotiations committee to continue to meet weekly in an effort to reach 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 1.3 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 1.4 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 1.5 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 1.6 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 1.7 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. **In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.**

Section 1.8 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 decision shall be final and binding.

Section 1.9 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter arose shall not be changed or abrogated until 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 **thirty (30)** calendar days of its occurrence shall be deemed to no longer exist.

ARTICLE II

EMPLOYER RIGHTS – UNION RIGHTS

Section 2.1 All manual electrical work shall be performed by workmen employed under the terms of this Agreement. No workman shall himself become a contractor for the performance of any electrical work covered under the terms of this Agreement unless and until he becomes signatory to this Agreement.

Employees or applicants for employment holding license as an Electrical Contractor in the State of California shall inactivate their license in accordance with Division III, Chapter 9, Section 7076.5 of the Business and Professions Code before being accorded the use of referral facilities available under this Agreement.

FAVORED NATIONS

Section 2.2 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 concessions.

Section 2.3.1 Certain qualifications, knowledge, experience and financial responsibilities are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation, whose principal business is electrical contracting having these qualifications and maintaining a permanent place of business and a suitable financial status to meet payroll requirements. He must employ at least one (1) journeyman regularly, anytime work is being performed.

MANAGEMENT'S RIGHT CLAUSE

Section 2.3.2 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

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

and kind of Employees to properly perform the work, in hiring and laying off Employees, in transferring Employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all Employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all Employees to observe all safety regulations, and in discharging Employees for proper cause.

FOREMAN CALL-OUT BY NAME:

Section 2.3.3 The Employer shall have the right to call a Foreman by name provided:

- A) The Employee has not quit his previous Employer within the past two weeks and has been registered on the appropriate Out-Of-Work List for no less than five (5) working days.
- B) The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman provided the name appears on the highest priority group.
- C) When an Employee is called as a Foreman, he must remain as a Foreman for 1500 hours, or until such time that he/she receives a termination or reduction in force.

Section 2.3.4 The Employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive collective bargaining agent for all Employees performing electrical work within the jurisdiction of the Union on all present and future job sites, if and when a majority of the Employer's Employees authorizes the union to represent them in collective bargaining.

Section 2.4 No Employer member of any firm signatory to this Agreement shall perform any on the job manual electrical work with the exception that each firm signatory hereto may elect to designate one (1) working Employer member who shall be permitted to work with the tools. Such designation shall be made in writing and transmitted to the Union. For the purpose of this Agreement an RME or an RMO shall be regarded as an Employer.

Section 2.5 Each contractor hiring shall have identification signs, seals, decals, or stickers of not less one hundred forty (140) square inches in area on both sides visible on the outside of each one of his trucks and vehicles.

Section 2.6 For all Employees covered by this Agreement the Employer shall carry workmen's compensation insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of this State, and shall furnish satisfactory proof of each to the Union and he shall also make contributions to the California Unemployment Compensation Commission.

UNION'S RIGHTS CLAUSE

Section 2.7 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. In the event that the Union does not accept into membership any workman tendering the admission fee and regular monthly Union fees the foregoing paragraph shall not be applicable, providing however, that the Union may at any time thereafter decide to take such workman into membership, in which case said workman shall be required to tender the full and uniform admission fees in effect in the Local Union thirty-one (31) days following notification by the Union and shall thereafter be required to maintain his membership in accordance with the provisions of the foregoing paragraph.

Section 2.8 The Union reserves the right to discipline its members for violation of its laws, rules, and agreements.

Section 2.9 (a) It shall not be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any Employee for an Employee to refuse to cross a lawfully established primary picket line whether at the premises of another Employer or the Employee's own Employer.

(b) Any Employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner. Each Employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for by the Employer.

Section 2.10 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.

When such a removal takes place the Union or its representative shall direct the workmen on such job to carefully put away 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 by the Employer.

Section 2.11 The Employer or Union shall not loan or cause to be loaned the workmen in his employ to any other Employer without securing permission of the Union and the Employer, and then only when applicants possessing the required skills are not available under the referral procedure.

Section 2.12 The Union shall have the right to appoint a Steward in any shop or on the job where workmen are employed under the terms of this Agreement. The appointment of Stewards must be in writing to the Employer with a copy mailed

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

to the NECA office. The individual appointed as a Steward shall have received the IBEW Steward training prior to assuming the duties of a Steward at a shop or job.

Such Steward shall see that the working conditions of this agreement are observed and shall have sufficient time to perform these duties during regular 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. At no time shall a Shop Steward be discriminated against for the faithful performance of his duties. The Union shall be notified forty eight (48) hours in advance of the dismissal of the Steward from any shop or job, except for the following reasons: (1) for cause; (2) because job is completed; (3) because job shut down.

Stewards that are identified by the Local shall be paid an hourly wage of 115% of the Journeyman hourly wage. The Employer shall be reimbursed by Local 100 for all costs greater than the Journeyman hourly wage. The Employer shall invoice Local 100 on a monthly basis. Upon receipt of the Employers invoice for payment, the Local shall reimburse the Employer within fifteen (15) business days. Such payment and reimbursement shall continue until the Employer has been notified in writing by the Union (with a copy mailed to the NECA office) or until such steward has been dismissed as stated in this article or terminated for cause.

Section 2.13 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 2.14 No Employer or workman 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 2.15 The policy of the Local Union and its members is to promote the use of materials and equipment manufactured, processed, or repaired under economically sound wage, hour and working conditions by their fellow members of the IBEW.

ANNULMENT – SUBCONTRACTING

Section 2.16.1 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.

Section 2.16.2 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.

Section 2.16.3 All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of the Agreement covering the procedure for handling of grievances and the final and binding resolution of disputes.

NON-RESIDENT EMPLOYEES

Section 2.17 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 2.18 It is understood by both parties to this Agreement that it is the responsibility of all workmen covered under this Agreement to improve and to update their skills **and obtain and maintain industry required certifications**. Therefore, all workmen shall attend no less than 32 hours of instruction over a three-year period as per State Certification requirements and maintain and carry their certifications in the following areas:

As required by State and Federal requirements, all workmen shall keep current, and carry their certifications for the following:

- State Certification, (Effective January 1, 2005) or
- Electrical Trainee card and
- **Two-hour supervisory Sexual Harassment Prevention Training,**
- OSHA 10 or 30 Hour
- First Aid/CPR
- NFPA 70E
- Scaffold Use

A referral request for an individual with any of the above certifications will be considered a special call for the purpose of referral.

ARTICLE III

HOURS – WAGES – WORKING CONDITIONS

REGULAR WORK HOURS: (*Workday/Workweek*)

- Section 3.1**
- (a) Eight (8) consecutive hours, excluding a thirty (30) minute lunch break, between the hours of 6:00 AM and 5:00 PM shall constitute a workday. Monday through Sunday, shall constitute a workweek. Starting time shall be the same for all Employees on a project or an individual activity such as block crew, underground crew, lighting crew, etc. Multiple start times shall not be used to avoid overtime.
 - (b) The Employer may institute a “Four-Tens” workweek consisting of four (4) consecutive workdays, Monday through Friday, of ten (10) consecutive hours per workday, excluding a thirty (30) minute lunch break, between the hours of 6:00 AM and 5:30 PM. Monday or Friday may be used as a make-up day, and if utilized, a minimum of eight (8) consecutive hours must be scheduled. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at the rate listed below.
 - (c) Employees shall be notified of a change in a start time at least three (3) hours prior to the end of the shift proceeding the new start time.
 - (d) The regular workday shall begin no earlier than 6:00 AM.
 - (e) **On projects where three shifts – Day, Swing, and Graveyard – are established as per paragraph 1 of Section 3.5, Swing and Graveyard shifts may be reduced to 7½ hours and 7 hours, respectively, with hours paid for hours worked.**

OVERTIME/HOLIDAYS/SICK LEAVE

- Section 3.2**
- (a) ONE AND ONE-HALF TIME: All work performed outside of the regular workday hours on workdays and up to eight (8) consecutive hours on Saturday shall be paid at one and one-half (1 ½) times the regular rate of pay.
 - (b) DOUBLE TIME: Work performed outside of the regular workday after eight (8) consecutive hours on Saturday, ten (10) consecutive hours during the workweek, on Sundays, and on the following holidays, shall be paid at double (2 times) the straight time rate of pay: New Year’s Day, Martin Luther King Jr Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day, or days celebrated as such.

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

- (c) If a holiday falls on Saturday, the previous Friday will be observed as the holiday. If a holiday falls on Sunday, the following Monday will be observed as the holiday.
- (d) No work shall be performed on Labor Day except in cases of emergency.
- (e) Any Hours worked on a Saturday when the Friday before was observed as a holiday will be paid at the double time rate of pay.
- (f) When workers are required to work six (6) hours or more of overtime outside of their normal shift, they shall be relieved for a rest period of eight (8) or more continuous hours, or they shall be compensated at the appropriate overtime rate of pay for all hours worked until released from work for eight (8) or more continuous hours.
- (g) No compensation for sick leave, personal time off, vacation, or holidays, except as stipulated in this Agreement. The requirements of California Labor Code Sections 245-249 do not apply to work covered by this Agreement.

EMERGENCY CALLS:

Section 3.3 Emergency calls outside of regular working hours shall be paid a minimum of one (1) hour at the overtime rate. Time will include time traveling from shop to job and job to shop. **The Employee shall receive the established overtime rate of pay until allowed eight hours of rest if called out more than four hours prior to the normal starting time and continues into the regular workday on that call. However, an Employee who works more than eight hours, including all hours worked prior to the regular workday or outside of the regular workweek, shall be allowed eight (8) hours rest from work if requested by the Employee at any time after the eighth (8th) hour of work.**

REST AND NUTRITION BREAKS

Section 3.4 There shall be one ten (10) minute break in the morning and in the first half of the afternoon on eight-hour days. The afternoon break shall be one fifteen (15) minute break in the afternoon on eight-hour days with unscheduled overtime. Employees will receive two rest and nutrition breaks, one in the first half of the work day and one in the second half of the work day on 10 or more hour days. Rest breaks on 10 hour days shall be fifteen (15) minutes. Unused break time shall not be construed as overtime or time off.

SHIFT WORK

Section 3.5 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 (8) 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 3.5.1 When a customer requires or jobsite conditions require the working of a shift that is outside of a standard shifts hours, and 4 or more of those hours are worked in the higher paid shift of the two, then the entire non-standard shift shall be paid at the higher of the two wage rate. When determining the hours for this non-standard shift rate, the hours listed above shall prevail. Adjustment of the starting time to avoid the payment of the higher wage rate shall not be allowed.

Section 3.6.1 If Employees are required to work overtime in excess of two hours, a thirty-minute meal period shall be allowed.

If said Employees are required to work unscheduled overtime in excess of two (2) hours, a thirty (30) minute meal period shall be allowed and a meal shall be provided by the Employer.

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

Employees working overtime shall receive a meal period of thirty minutes every four hours. The foregoing shall not apply to the noon day lunch period or on Saturdays, Sundays, and holidays. The Employees required to work during their regular lunch period shall receive the established overtime rate for such lunch period and shall thereafter be allowed a reasonable time to eat his lunch.

Section 3.6.2 All Employees working on temporary staging, ladders, apparatus, devices and other structures that are not protected by a guardrail system that meets OSHA standards as specified in Subpart M of CFR 1926 and are within five (5) feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (1/2) the straight time hourly rate of pay for all such work performed. The use of body harnesses, and/or nets, shall not circumvent the payment of hazard pay as referenced in this Article nor will their use require the payment of hazard pay.

Section 3.6.3 All welding in excess of one (1) hour, including but not limited to, setup, cutting, grinding, painting, fitting, and handling of welding equipment and material at the work site, shall be paid at the Welder’s rate. If the welding work is of sufficient quantity to require a welder’s assistant, then the assistant shall be paid the normal rate for their classification unless required to weld.

Individuals dispatched to the Employer as a Welder under a “Special Skills” call shall receive Welder’s rate of pay for all hours worked until they are returned to the Hall for referral.

Section 3.6.4 Instrumentation Technician - This classification shall be used only when the Employer states a bona fide requirement for ISA’s Certified Control Systems Technician Level 1 or Level 2 or equivalent.

CLASSIFICATIONS / WAGES

Section 3.7(a) The minimum hourly rate of wages including individual vacation deduction shall be as follows:

JOURNEYMAN WIREMAN	\$45.00
JOURNEYMAN TECH	100% of Journeyman Wireman Rate
CABLE SPLICER	110% of Journeyman Wireman Rate
WELDER (WELDING 1 HOUR +)	110% of Journeyman Wireman Rate
INSTRUMENT TECH	110% of Journeyman Wireman Rate
FOREMAN	115% of Journeyman Wireman Rate
GENERAL FOREMAN	125% of Journeyman Wireman Rate

APPRENTICES

<u>PERIOD</u>	<u>PERCENTAGE</u>
1 st PERIOD	45% of Journeyman Wireman Rate
2 nd PERIOD	50% of Journeyman Wireman Rate
3 rd PERIOD	55% of Journeyman Wireman Rate

**IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027**

4 th PERIOD	60% of Journeyman Wireman Rate
5 th PERIOD	65% of Journeyman Wireman Rate
6 th PERIOD	70% of Journeyman Wireman Rate
7 th PERIOD	75% of Journeyman Wireman Rate
8 th PERIOD	80% of Journeyman Wireman Rate
9 th PERIOD	85% of Journeyman Wireman Rate
10 th PERIOD	90% of Journeyman Wireman Rate

Each apprentice shall be required to serve a probationary period consisting of the first 2000 hours of OJT and satisfactory performance in related classroom training during such time. Advanced standing or credit for previous training or experience does not reduce the probationary period.

Scheduled Increases

	Wages
September 1, 2024	\$2.35
March 1, 2025	\$2.00
September 1, 2025	\$1.50
March 1, 2026	\$1.50
September 1, 2026	\$1.50
March 1, 2027	\$1.50

**WAGE RATE
INSIDE WIREMAN**

Effective June 1, 2024 through August 30, 2024 the Inside Wireman’s Agreement between the East Central California Chapter, NECA and the international Brotherhood of Electrical Workers, Local Union #100 labor rates will be as follows:

EFFECTIVE JUNE 1, 2024:

JOURNEYMAN – JOURNEYMAN TECH.

WAGE	H&W	DEFIN. BENE.	DEFIN. CONTR	NEBF	JATC	TOTAL	NLMCC	LMCC	AMF
45.00	13.90	12.65	.00	1.35	1.25	74.15	.01	.25	.50

FOREMAN

WAGE	H&W	DEFIN. BENE.	DEFIN. CONTR	NEBF	JATC	TOTAL	NLMCC	LMCC	AMF
51.75	13.90	12.65	.00	1.55	1.25	79.85	.01	.25	.50

GENERAL FORMAN

WAGE	H&W	DEFIN. BENE.	DEFIN. CONTR	NEBF	JATC	TOTAL	NLMCC	LMCC	AMF
56.25	13.90	12.65	.00	1.69	1.25	85.74	.01	.25	.50

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

APPRENTICES:

	45%	50%	55%	60%	65%	70%	75%	80%	85%	95%
WAGES	20.25	22.50	24.75	27.00	29.25	31.50	33.75	36.00	38.25	40.50
NEBF 3%	.61	.68	.74	.81	.88	.95	1.01	1.08	1.15	1.22
H&W	13.90	13.90	13.90	13.90	13.90	13.90	13.90	13.90	13.90	13.90
PENSION	0.00	0.00	6.96	7.59	8.22	8.86	9.49	10.12	10.75	11.39
JATC	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
N.L.M.C.C.	.01	.01	.01	.01	.01	.01	.01	.01	.01	.01
L.M.C.C.	.20	.20	.20	.20	.20	.20	.20	.20	.20	.20
A.M.F.	.50	.50	.50	.50	.50	.50	.50	.50	.50	.50

**JOURNEYMAN and APPRENTICE DEDUCTIONS:
12% VACATION DEDUCTION & \$0.20 L.M.C.C.**

Section 3.7(b) When work performed on Public Works is subject to prevailing wages, terms, and conditions pursuant to applicable law, then such published wages, terms, and conditions shall govern and take precedence over any other wages, terms, or conditions as set forth in this Agreement, provided that the Employer will pay all increases in any fringe benefit contributions required pursuant to this Agreement.

Section 3.8(a) Wages shall be paid weekly, not later than quitting time on Friday or at the time that is mutually agreed upon by both the Employer and the Union. Not more than five (5) days wages may be withheld. ALL wages shall be paid by quitting time on payday. Any workman not receiving ALL his wages by quitting time on pay day shall receive additional wages at the regular straight time rate of pay for a maximum of two hours the first day and not to exceed payment for waiting time of eight hours out of twenty-four (24) thereafter unless delivery of wages by quitting time was beyond Employer’s control. In that event, The Employer shall provide proof of checks being written and shall provide proof of shipment from the courier. Meeting these provisions, The Employer will be allowed to the end of the next business day to deliver the wages in full.

Any workman laid off or discharged by the Employer shall be paid all his wages immediately or shall receive additional wages at the regular straight time rate of pay for a maximum of two hours the first day and not to exceed payment for waiting time of eight hours out of twenty-four (24) thereafter. Men laid off temporarily or otherwise shall be notified of such and be given a reasonable time to gather his tools before termination.

Section 3.8(b) The only acceptable and approved forms of payment are a payroll check drawn on a locally available banking institution and direct deposit. All final pay shall be made by check. Upon mutual consent of Employee and Employer, 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 or upon termination.

Paper payroll direct deposit slips shall be given to all Employees who elect for weekly direct deposit to allow for inspection of proper payment of wages and fringes. Paper payroll direct deposit slips shall be given in the same manner in which wages are paid as described in Section 3.8(a). Employees may voluntarily elect to receive electronic pay stubs/direct deposit slips, with the ability to view and/or print their pay stubs by accessing them via email or through a secure, password-protected, website or app on a weekly basis. Employers failing to provide paper payroll direct deposit slips to Employees shall be subject to the same waiting time penalties established in the Section 3.8(a).

Section 3.9 Any man being laid off shall be notified at the completion of his last day's work or he shall receive two (2) hours pay.

Section 3.10 When men are directed to report on a job and do not start work due to lack of materials, or other causes beyond their control, weather excluded, they shall receive two (2) hours pay unless notified before the regular scheduled starting time. At no time shall work be performed without compensation at the appropriate rate of pay. On subsistence jobs, due to unfavorable weather, lack of materials or facilities, or for any reason an Employee is not permitted to work after reporting to the job, he shall be paid subsistence for such days unless the Employee has reported to the job in a vehicle furnished by the Employer.

Section 3.11 On jobs having a Foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the Foreman or another Journeyman as designated by that Foreman on his crew.

Section 3.12 No Foreman on one job shall supervise more than ten (10) workmen, nor shall he supervise work on another job.

Section 3.13 On jobs having three (3) or more workmen covered under the terms of this Agreement, one journeyman shall be designated Foreman over the crew and shall receive Foreman's rate of pay. A crew may consist of a maximum of eleven (11) men, that is, ten (10) workmen and one (1) Foreman.

When more than one crew and Foreman are required by this or other Articles on any given project or job, one Foreman shall be designated a General Foreman. He shall be permitted to act as Foreman over one of the two (2) crews.

When a third or subsequent crew is established, each of the established crews shall be supervised by its own Foreman, who shall be supervised by the General Foreman, and the General Foreman shall not act as a Foreman over any crew. Foreman and General Foreman shall be permitted to use tools and handle material; however, when a third or subsequent crew has been established, the General Foreman shall be permitted to use tools and handle materials in the performance of his/her supervisory duties only.

No General Foreman shall supervise more than forty-four (44) workmen and Foreman on any one given job or project, including workmen and Foremen who were expected to report on the job or project.

All Foreman and General Foreman must be able to qualify as a Journeyman in the major branch of the trade in which he is directing.

Section 3.14 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.

TOOL LIST

Section 3.15 Each journeyman shall provide themselves only with the following tools or their equivalent:

1. Screwdrivers – 3 blade and 2 Philips – minimum
2. Lineman's Pliers
3. Pencil
4. Tape Measure and 6 ft. Folding Rule (optional)
5. 2 pair #430 Channel Lock pliers or equivalent
6. Magnetic Torpedo Level
7. Claw Hammer
8. Utility knife with retractable safety blade
9. Wire Stripers
10. Awl, Scribe and/or center punch
11. Tri-square
12. Allen Wrenches – 1/16" to 1/2" (by 1/32" increments)
13. Hacksaw Frame
14. Keyhole Saw
15. Plumb Bob
16. Crescent Wrenches (Maximum size 12")
17. **Digital Multi-meter** or Wiggins-type voltage tester
18. Continuity Tester
19. Protractor Level
20. 3/8" drive socket set – including the following socket sizes (3/8", 7/16", 1/2", 9/16", 5/8", 11/16", and 3/4")
21. Nut Driver Set – including the following sizes (3/16", 1/4", 5/16", 11/32", 3/8", 7/16", and 1/2")
22. Crimping Tool for AWG size #10 to #22
23. Diagonal Pliers
24. Chalk Box and Line
25. Flashlight
26. Combination End Wrenches – including the following sizes (3/8", 7/16", 1/2", and 9/16")
27. Pipe Wrenches (10" and 14")
28. Inductive voltage tester (tic tracer)
29. **Lockable** Tool Box
30. Anti-Dog
31. **MC Rotary cable cutter**

The Employer shall furnish all hickies, vises, ladders, boring machines, hammer (over regulations claw), dies, fish steels, breast drills, pipe wrenches over 14", pipe cutters, hack saw blades, MC Rotary cable cutter blades, bits, drills, taps, hard hats, safety glasses, ear plugs and all special tools and other necessary tools and equipment, including First Aid kits. The Employer shall furnish rain gear (jacket, pants, and boots as required) to the Employee if the Employer has directed the Employee to work while exposed to rain or other inclement conditions.

Ladders shall be of sufficient height to enable workmen to perform their duties without using the last step on the ladder. All such tools and equipment must be in good mechanical condition as a safety factor.

Workmen shall be responsible for all tools or equipment issued to them providing the Employer furnishes the necessary toolboxes, lockers, or other safe places for storage

Upon hire, Employees will provide The Employer a list of their tools and an Employer representative will review the tools. The Employer will furnish necessary locked storage to protect Employee tools from the weather and theft. The Employer shall be responsible for the above tools when Employees are off the job provided the tools have been stored as instructed by The Employer. In the event that the tools are stored as instructed and subsequently stolen, The Employer will reimburse the Employee for the cost of the tools provided on the initial list, or any updated list provided prior to the loss, up to one thousand two hundred dollars (\$1200.00)

Section 3.16

On all jobs or projects when not provided or furnished by others, the Employer shall provide:

1. Cool, clean drinking water as per the requirements of Cal/OSHA. For Employees working in the heat, a minimum of one quart of drinking water per hour must be available to each Employee; e.g., two gallons per Employee for an eight-hour shift.
2. Water and hand soap for washing,
3. In outdoor places of employment, access to an area with shade when temperatures at the worksite exceed 85 degrees F (or current CAL/OSHA temperature requirements) shall be provided. Employers shall make available sufficient quantity of shade structures on site to accommodate the number of Employees on recovery or rest period (or the current CAL/OSHA requirement). The location of the shade area can be no greater than ¼-mile or a five minute walk away, whichever is shorter.
4. Employers, on a daily basis, shall inform the Employees of the location of the shade structures. To protect against overheating, Employers will encourage Employees to take a five (5) minute cool-down rest in the shade when the

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

Employee feels the need to do so. Employees must inform their Supervisor prior to taking the cool-down rest period.

5. Shade structure or covers are required when work is being performed outdoors. A vehicle, nearby building, pop-up canopies, etc. shall satisfy this requirement. The shade structures provided for safety purposes may be used by the Employees during Rest and Nutrition breaks and meal periods.

Section 3.17 Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with the applicable code and contract specifications. **Journeyman shall make corrections for their installations that are not installed per the applicable National Electrical Code on their own time during regular working hours.**

Section 3.18 A Journeyman 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. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision, corrections to be made only after a fair investigation by the Employer and the Business Manager of the Union.

TRAVEL

Section 3.19 No stipend shall be paid before or after the established shift for travelling to or from any job in the jurisdiction of the Union when workers are ordered to report on the job or voluntarily uses transportation furnished by the Employer from shop to job, and job to shop.

When an Employee is required to drive an Employer furnished vehicle before or after the workday, excluding commuting, he shall receive a stipend of \$9.00 for every ten (10) road miles driven, or major fraction thereof. Road miles shall be determined by Google Maps (if unavailable, another mutually acceptable mainstream internet based source). Driving from shop to job, job to job, and job to shop during the work day shall be paid at the appropriate rate.

Section 3.20 Carrying tools or materials to or from the job is considered work, and no Employee shall carry Employer tools or materials outside of working hours, however, this does not prohibit the Employee using the Employer's vehicle to commute to and from work. When workmen are required to load tools or materials for jobs before or after regular working hours, as defined in Article III, section 3.1, they shall be paid at the rate called for in Article III, Section 3.1 through Section 3.3.

SUBSISTENCE

Section 3.21 There shall be established a permanent free zone within ten (10) air miles perpendicular to and from the center of State Highway 99 in either direction

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

extending northward from Avenue 144 in Tulare County to Avenue 17 in Madera County; Ten (10) air miles perpendicular to and from the center of State Highway 168 in either direction extending from State Highway 99 eastward to Shepherd Avenue in Fresno County; and Ten (10) air miles perpendicular to and from the center of State Highway 198 in either direction extending from State Highway 99 eastward to State Highway 65 in Tulare County, whereby the Employees working under the terms of this Agreement for Employers traveling from outside the jurisdiction and Employers with a recognized shop located within the jurisdiction of Local Union #100, IBEW, may be required to report on the job without travel time or expense at the regular starting time.

When the Employer's permanent shop is located in a town outside of the permanent free zone as described above, in the jurisdiction of Local Union #100, IBEW, a ten mile radius free zone from the main post office of that town will prevail for those permanent local shops only. These Employers shall be privileged to order and obtain workmen from the permanent free zone or the shop free zone.

A recognized permanent shop shall be an established place of business with a business telephone and mailing address located within the geographical jurisdiction of Local Union #100, IBEW, actively engaged in bidding and performing electrical work within said jurisdiction, and must be engaged in the above activity for a period of one year prior to being recognized as permanent.

Section 3.22 All jobs or projects outside of the free zone as described in Section 3.22 shall be considered as subsistence jobs. The subsistence for these jobs shall be paid per day based on the following zones unless the Employee has reported to the job in a vehicle furnished by the Employer:

ZONE A Twenty (20) air miles perpendicular to and from the center of State Highway 99 in either direction, north of the Kern County Line and south of the Merced County line, excluding the FREE ZONE.

ZONE B Between twenty (20) and thirty (30) air miles perpendicular to and from the center of State Highway 99 in either direction, north of the Kern County Line and south of the Merced County Line.

ZONE C Between thirty (30) and thirty-five (35) air miles perpendicular to and from the center of State Highway 99 in either direction, north of the Kern County Line and south of the Merced County Line.

ZONE D Any and all areas within the jurisdiction, but not included in the four zones described above.

Effective September 1, 2024 the subsistence pay for these zones shall be as follows:

ZONE A - \$20.00 per day

ZONE B - \$35.00 per day

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

ZONE C - \$50.00 per day
ZONE D - \$70.00 per day

Daily subsistence shall not be owed on work performed at Lemoore Naval Air Station (LNAS). Daily Subsistence rates have been factored into the hourly wage rate for LNAS. Any changes to the daily subsistence rate shall be factored into the hourly rate based on an eight (8) hour work day.

Section 3.23 No agreement, which would make it necessary for a workman to possess a personal vehicle, is to be recognized in any way. When any workman does possess a personal vehicle, and is requested by the Employer to use that vehicle for transportation of his personal tools or himself to a new location, he shall receive the current published IRS Standard Mileage Rate (the business rate) per mile in addition to his normal wage. In no case shall any vehicle belonging to any workman be used for transportation of shop tools, materials, etc.

SAFETY

Section 3.25 All workmen employed under the terms of this Agreement shall have attended and passed an NFPA 70e training course from a state recognized training facility prior to performing work on energized circuits.

When required by NFPA 70E, all work on energized circuits or equipment carrying four hundred and forty (440) volts or over, as a safety measure, shall have two (2) or more journeymen trained in NFPA 70e working together.

NFPA 70e specified Personal Protective Equipment (PPE) shall be worn at all times when performing work on energized circuits and equipment. The Employer shall furnish all PPE specified for Hazard/Risk Categories 0 thru 4, and the Employee shall furnish the Shirt (long sleeve) and Pants (long) required in Hazard/Risk Category 0 and the Leather work shoes required in categories 1 thru 4.

Section 3.26 All Employers signatory to this agreement and all workmen employed under the terms of this Agreement shall observe all safety precautions in accordance with the safety orders of the Federal and the State of California Occupational Health and Safety Administration (OSHA) organizations and the National Fire Protection Agency (NFPA). Workmen shall also observe instructions of the Employer in the matter of safety providing such instructions are not in conflict with the safety orders of Federal and California State OSHA and the NFPA.

Adequate protective devices shall be supplied to workmen by the Employer. Such devices or safety equipment shall be used by workmen in accordance with the recognized practices of OSHA, the NFPA, and the trade.

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

When safety toe boots are required on a job or project, the Employee shall furnish the boots. If the Employee must purchase the safety toe boots to satisfy this requirement, the Employer shall reimburse the Employee up to \$100.00. The Employee must submit purchase receipt within ten (10) days from the date of purchase and the footwear must be compliant with ASTM F 2412-05 and F 2413-05 standards to qualify for the reimbursement. Upon receipt of a qualifying purchase receipt, the Employee shall receive reimbursement the following full pay period or upon termination.

Section 3.27 Workmen employed under the terms of this Agreement shall do all electrical construction, installation, or erection work, including, but not limited to, solar and photovoltaic systems, battery energy storage, wind generation systems, nuclear and hydro generation systems, traffic and pedestrian signal systems, PVC, EMT, P&C ducts and all Electrical conduit raceway, wireway, and bussduct systems whether underground (including boring and jacking for the installation of underground raceways), concealed, surface mounted or overhead. All underground electrical vaults and manholes. All power and control conductors within such raceways, including but not limited to terminations, the final running tests and all electrical maintenance thereon. Lighting protection and cathodic protection. This shall include the installation, maintenance, commissioning and acceptance testing of all electrical lighting and lighting control systems, the installation and maintenance of temporary wiring including all work pertaining to luminous ceilings, heat and power equipment, electronic equipment and apparatus, and all work pertaining to communications systems, including fiber optics. Handling and moving of all electrical material, batteries, equipment and apparatus on the jobs shall be considered electrical work. However, the initial delivery to an Employer's designated point or points of supply (not points of installation) on a job or project may be completed by the Employer's delivery person or supplier.

Section 3.28 All work joining, splicing, and insulating, and the placing of flame proof covering where wiped lead joints are necessary and the installation of potheads, oil switches, and oil fuse cutouts shall be performed by Cable Splicers. Journeymen only shall be used in assisting Cable Splicers on energized circuits. Cable Splicers shall not be required to work on wire or cables when the difference in potential is over three hundred (300) volts between any two (2) conductors or between any conductor and ground unless assisted by another Journeyman Wireman. In no case shall Cable Splicers be required to work on energized cables carrying an excess of four hundred and forty (440) volts. This section shall not be construed to mean the Journeymen applying factory kits shall receive Splicer wages.

Section 3.29 All drop cord fixtures, repair and the preparation of conduit shall be done only under the direct supervision of a Journeyman, whether in the shop or on the job as a part of the work to be performed under this Agreement. Such work shall also include welding, burning, brazing, bending, drilling, and shaping of all copper, angle iron, and, brackets to be used in connection with the installation and erection of electrical wiring equipment. The chasing and channeling necessary to complete electrical installation work shall be performed by workmen employed

under the terms of this Agreement.

Section 3.30 The cutting, threading and bending of all conduits and nipples whether by hand or machine, shall be performed by workmen employed under the terms of this Agreement and where pipe cutting and threading machines are used on the job, such workmen shall also operate such machines.

Section 3.31 The complete installation of DC power systems, micro grids, batteries, energy storage systems, energy management system, racking and stacking of all electrical components, wireless systems and controls, metering, measurement and verification of systems, control dashboards, WLAN systems, lightning suppression grounding systems, cathodic protection, acceptance testing, conduit duct banks, infrared controls and testing, plug load controls, parking lot lighting and systems, solar and photovoltaic systems, racking, stacking and installation of solar/PV panels, prefabrication and installation of combiner boxes, **load break disconnects** and inverters, and all electrical systems in their entirety that are covered by the National Electrical Code (NEC) or require electrical inspection. **Prefabrication of PV module tables, including the loading of all PV modules, torque tubes, all associated brackets and hanger, distribution and installation of prefabricated PV module tables. Receipt, distribution and installation of all manufactured PV module tables.**

Section 3.32 The installation, maintenance and repair of all electrical components related to Electric Vehicle (EV) and Plug-In Hybrid Electric Vehicle (PHEV) charging stations and infrastructure. Including but not limited to, assembly, testing, prefabrication, commissioning, maintenance, repair, retrofitting, and decommissioning of energy storage and microgrid (ESM) systems.

ARTICLE IV

HIRING CLAUSE - REFERRAL PROCEDURE

Section 4.1 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 4.2 The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.3 The Employer shall have the right to reject any applicant for employment.

Section 4.4 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

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

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

JOURNEYMAN WIREMAN - JOURNEYMAN TECHNICIAN

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

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

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

Group III All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six (6) months in the last three (3) 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 (1) year.

Section 4.6 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

but such applicants, if hired, shall have the status of "temporary Employees."

Section 4.7 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 4.8 "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.

**FRESNO, MADERA, KINGS, AND TULARE COUNTIES
STATE OF CALIFORNIA**

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

Section 4.9 "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 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 the 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 days. An applicant shall be eligible for examination if he has four years, experience in the trade.

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

Section 4.12 An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from this List.

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

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

appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within the GROUP.

REPEAT DISCHARGE

Section 4.14(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 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 Section 4.4 through 4.15 of this 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 accordance 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 the Employers who are parties to this agreement.

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

Section 4.21 WORKER RECALL:
An Employer shall have the right to recall for employment any previous Employee provided that the following conditions are met:

1. The former Employee is on the **Highest priority/Group I** referral list containing applicants available for work regardless of the individual's position on the list.
2. The recall is made within 90 calendar days of the Employee's last day worked from the requesting contractor.
3. The former Employee has not quit his most recent Employer under this agreement within the two weeks prior to the recall request.
4. The former Employee is not an apprentice.

ARTICLE V

APPRENTICESHIP

Section 5.1 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 Contractor 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 etA required hours and course of study. All apprenticeship standards shall be registered with the etA before being submitted to the appropriate registration agency.

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

Section 5.2 All JATC member appointments, re-appointments and acceptance of

**IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027**

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 5.3 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 5.4 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 5.5 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 etA. All Employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.6 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 5.7 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 5.8 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 5.9 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 unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

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

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

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

Section 5.11 The Employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12 Each job site shall be allowed a ratio of 2 apprentice(s) for every 3 Journeyman Wiremen

Number of Journeymen	Maximum Number of Apprentices/Unindentured
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 etA 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 etA. The JATC shall encourage each graduating apprentice to apply for college credit through the etA. 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

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

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 one dollar and **twenty-five** cents (**\$1.25**) 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. **This rate shall take effect June 1, 2024 and remain in effect until May 31 2027. Unless mutually agreed to be extended, rate shall return to \$1.10 on June 1 2027.**

ARTICLE VI

N.E.B.F.

Section 6.1 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (N.E.B.F.), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946 as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the Employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by NEBF or its assignee. The payment and 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.

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

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

ARTICLE VII

ADMINISTRATIVE MAINTAINANCE FUND

Section 7.1 Administrative Maintenance Fund (AMF) - Each Employer covered by this agreement shall contribute fifty cents (\$0.50) per hour for all hours worked by all Employees covered by this agreement 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 as required by Federal law.

The AMF contribution shall be submitted with all other fringe benefits, as delineated in the Labor Agreement, by the fifteenth (15th) day of the following 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 authority to recover any funds, along with all costs incurred collecting the delinquent funds. Including but not limited to attorney fees, court costs, interest at one percent (1%) per month and liquidated damages. The enforcement for delinquent payments shall be the sole responsibility to 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 VIII

HEALTH AND WELFARE

Section 8.1 The Employer shall make contributions to the NECA/IBEW Family Medical Care Trust Fund for all Employees who are part of the bargaining unit.

The contributions required under this Agreement for each Employee described in paragraph 1 shall be made, at the rates set by the Board of Trustees of the Fund. Currently the rate for Employees for Plan 16 or Kaiser HMO coverage is **\$13.90** per hour. The rates set forth above shall be effective on the Effective Date of this Amendment. These contributions shall be due on the 15th day of the month following the month in which work is performed.

Employees described in paragraph 1 shall be eligible for family coverage under the NECA/IBEW Family Medical Care Trust Fund Plan 16 or the Kaiser HMO Plan. Eligibility shall be determined under the provisions of the NECA/IBEW Family Medical Care Trust Fund Plan 16.

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

The Employer adopts and agrees to be bound by all the terms and provisions of the Agreement and Declarations of Trust and Plan creating the NECA/IBEW Family Medical Care Trust Fund as fully as if the Employer was an original party. The Employer acknowledges receipt of these documents. The Employer designates the management Trustees as its representative on the Fund and authorizes the Trustees to enter into appropriate agreements for the administration of the Fund. The Employer agrees to be bound by and to ratify all actions taken by the Trustees pursuant to the powers granted them under the Trust Agreements.

In the event that there are any increases in the hourly wage contribution during the terms of this agreement, the parties agree that such increases shall be deducted from the negotiated package settlement and processed in accordance with Section 1.3 of this agreement.

ARTICLE IX

LOCAL PENSION PLANS

Section 9.1 Local Union #100 Pension Trust Fund: Each Employer shall pay the sum of **Twelve** dollars and **sixty-five** cents (**\$12.65**) per hour worked by each Journeyman Wireman and Technician, Cable Splicer, Foreman, and General Foreman covered by this Agreement.

The sum contributed on each Apprentice shall be the same percentage of the normal pension contribution as the apprentice is being paid as a percentage of the Journeyman Wireman's regular rate of pay, as specified in Section 3.8.

It is understood that this is an Employer contribution into the IBEW Local Union #100 Pension Trust Fund for retirement benefit purposes of said Employees. This sum shall be forwarded monthly to the Trust Fund, the Fund shall be administered by and in accordance with a Trust Agreement established by the parties hereto and shall conform to the Labor-Management Relations Act of 1947, as amended and Section 401 of the Internal Revenue Service Code, as amended. The signatory parties hereto agree to be bound by all of the terms and conditions of the aforesaid Agreement and Declaration of Trust.

Section 9.2 In the event that there are any increases in the hourly wage contribution during the terms of this agreement, the parties agree that such increases shall be deducted from the negotiated package settlement and processed in accordance with Section 1.3 of this agreement.

DEFINED BENEFIT PLAN

CONTRIBUTION RATES

- (a) Journeyman Contribution Rate - Effective **06/01/24** **\$12.65**
(b) Apprentice Contribution Rate - Effective **06/01/24**

Period	Percentage	Amount
1 st	45%	0.00
2 nd	50%	0.00
3 rd	55%	6.96
4 th	60%	7.59
5 th	65%	8.22
6 th	70%	8.86
7 th	75%	9.49
8 th	80%	10.12
9 th	85%	10.75
10 th	90%	11.39

ARTICLE X

VACATION

Section 10.1 The Employer shall deduct twelve percent (12%) from the gross wages of each Journeyman and each Apprentice covered by this Agreement for deposit into an individual vacation account.

Section 10.2 This deduction shall also apply to Employees directed by the individual Employer to work on jobs outside the jurisdiction of Local Union #100 provided there is no deduction for vacation allowance in the local area where the man is working.

Section 10.3 The monthly transmittal form and accompanying check must be received by the administrator no later than the fifteenth (15th) of the following month.

ARTICLE XI

See TUNNEL SUPPLEMENT MOU

ARTICLE XII

N.L.M.C.C.

Section 12.1 The parties agree to participate in the NECA-IBEW National Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C., 186(c)(9). The purposes of this Fund

include the following:

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving 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 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 12.2 The Fund shall function in accordance with, and as provided in its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 12.3 Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The East Central California Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 12.4 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 (\$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 XIII

L.M.C.C.

Section 13.1 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 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 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 the 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 13.2 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 13.3 Beginning September 1, 2018 each Employer shall contribute twenty five cents (\$.25) and the Employee shall contribute twenty five cents (\$.25) per hour worked under this Agreement. Payment shall be forwarded monthly, in a form and

IBEW – NECA
INSIDE AGREEMENT
JUNE 1, 2024 THRU MAY 31, 2027

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 East Central California Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 13.4 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 XIV

NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

Section 14.1 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

ARTICLE XV

SUBSTANCE ABUSE POLICY

Section 15.1 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 principals, 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 XVI

CODE OF EXCELLENCE

Section 16.1 The parties to this Agreement recognized that to meet the needs of our customers, both Employer and Employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XVII

PRIOR AGREEMENTS

Section 17.1 The Agreement shall constitute the only Agreement between the parties on this type of work and all prior agreements entered into, either written or verbal, are hereby declared to be null and void.

SEPARABILITY CLAUSE

Section 17.2 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 negotiate substitute provisions which are in conformity with the applicable laws.

Section 17.3 In accordance with Federal Government Executive Orders, the Fair Employment Practices Act of the State of California, and other applicable laws, the parties to this Agreement are obligated not to discriminate against an Employee or applicant because of race, color, creed, age, sex, or national origin.

ARTICLE XVIII

TRUST DELINQUENCIES

Section 18.1 All Trust payments shall be mailed to reach the appropriate Trust Office no later than fifteen (15) calendar days following the end of each calendar month. Failure to forward all amounts due on time shall result in a 10% penalty as well as in liability for audit costs, administrative costs, collections, attorney fees, liquidated damages, etc. Said amounts shall be sought if it is necessary for the funds to institute suit to recover delinquent contributions.

ARTICLE XIX


SURETY BOND

Section 19.1 The Union shall have the discretion to require each Employer, or any of them, to furnish a surety bond in a sum not to exceed \$30,000.00, assuring performance by said Employer(s) of their obligation to timely make all fringe benefit payments and file all fringe benefit reports as required by the Agreement.

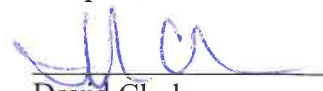
INSIDE WIREMAN'S AGREEMENT BETWEEN THE EAST CENTRAL CALIFORNIA CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, AND LOCAL UNION #100, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS DATED JUNE 1, 2024 THROUGH MAY 31, 2027.

Subject to the approval of the International President of the I.B.E.W.

Approved for:
Local Union 100
IBEW


Ronny Jungk
Business Manager
Date: 6/5/24
6/5/24

Approved for:
East Central California
Chapter, NECA


David Clark
Chapter Manager
Date: 6/5/24

