INSIDE AGREEMENT
LOCAL 332

Agreement by and between the National Electrical Contractors Association (NECA) - Santa Clara Valley Chapter and Local Union No. 332, IBEW.

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

As used in this Agreement, the term "Employer" shall mean NECA and the term "Union" shall mean Local Union 332, IBEW.

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

Words used in this Agreement in the masculine gender shall include the feminine.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the beneficial relationship between the Employer, the Union, and the Public. Progress in the industry demands a mutuality of confidence between the Employer and the Union. The Union recognizes the desirability of dealing with reputable and stable Employers. The Employer recognizes the responsibility of supplying the public with services performed by experienced and trained personnel who can effectively install, service and maintain electrical installations in an efficient and safe manner as prescribed by the National Board of Fire Underwriters, Federal, State and local laws and ordinances. Therefore, the Employer desires to avail himself of a proven method of securing trained personnel on short notice and requests the Union to assist him in meeting this public responsibility. All will benefit by continuous peace by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I
EFFECTIVE DATE -- CHANGES -- GRIEVANCES -- DISPUTES

Section 1.01 This Agreement shall take effect June 1, 2005 and shall remain in effect until May 31, 2008, 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 1.02 (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

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

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

(d) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

(e) By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter may jointly, with the Union, submit the unresolved issues to the Council on Industrial Relations for

adjudication. Such unresolved issues shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

Section 1.03 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.04 During the term of this Agreement there shall be no stoppage of work either by strike or lockout because of any proposed change(s) in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1.05 There shall be a Labor-Management Committee of three (3) 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 forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. **In the event that these two (2) are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.**

Section 1.07 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) 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 it's membership and it shall be counted as though all were present and voting.

Section 1.08 Should the Labor-Management Committee fail to agree or to adjust any matter such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10 The time limit for filing grievances is ten (10) working days.

ARTICLE II
MANAGEMENT RIGHTS - UNION RIGHTS

Section 2.01 (a) No member of the International Brotherhood of Electrical Workers, subject to employment (either working or on the books) by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work. Any member possessing a C-10 license, while employed under the terms of this Agreement, shall maintain same on an **inactive** status. All parties signatory to this Agreement shall be responsible for enforcement of this Section. Violations, when observed, shall be reported to the Labor-Management Committee. The Union maintains its right to discipline its members.

(b) The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the Collective Bargaining Agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to

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

(c) Any employee covered by this Agreement having no work hours reported during a fringe benefit transmittal period, shall be terminated by the Employer unless prior approval is given by the Business Manager or his designated representative.

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

Section 2.03 (a) The Employer shall have the right to determine the competency and qualifications of its employees and the right to discharge such Employees for any just and sufficient cause. The Union may institute a grievance procedure under the terms of this Agreement if it feels any employee has been unjustly discharged.

(b) 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 8th day following their employment or the effective date of this Agreement, whichever is later. In the event that a worker fails to tender the admission fee or a member of the Union fails to maintain his membership in accordance with the provisions of this Section, the Union shall notify the Employer in writing and such written

notice shall constitute a request to the Employer to discharge said individual worker within forty-eight (48) hours, (Saturdays, Sundays and Holidays excluded) for failure to maintain continuous good standing in the Union in accordance with its rules above referred to in this paragraph.

UNION DUES DEDUCTIONS

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

EMPLOYER QUALIFICATIONS

Section 2.04 (a) Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be a signatory party to this Agreement. Therefore, an Employer who assents to this Agreement is a person, firm, partnership or corporation whose principle business is electrical contracting and who possesses the following qualifications and presents documented evidence substantiating them prior to becoming signatory hereto: "Municipal and governmental agencies are exempt."

(b) Maintaining a legal place of business which means an office, shop or premises where the Employer or his representative can be reached by telephone, and where he receives his mail, conducts the ordinary tasks of operating his business and maintains employee payroll records.

(c) Shall employ at least one (1) Journeyman from the Hiring Hall who is not financially connected with the firm when performing electrical work.

(d) Posts the Payroll & Fringe Benefits Guarantee Deposit provided herein.

(e) Shall comply with all Fringe Benefit Trust provisions.

(f) Maintains current, active, State of California Electrical Contractor's License (C-10).

DESIGNATED WORKING MEMBER

Section 2.05 (a) When a signatory incorporated firm employs one (1) Journeyman who is not financially connected with the firm, the signatory corporation may then designate, in writing, one (1) working member of the firm. Such designated working member of the employing corporation must be registered with the Local Union and the dispatching office and shall be governed by all the terms and conditions of this Agreement that are legally permissible. A sixty (60) day notice is required prior to changing the designated working member.

The designated working member shall only share equally with the other workers any overtime work. Emergency and call-out overtime shall not be applicable to this rule.

In no case shall more than one (1) member of a corporation be permitted to perform any electrical work under the terms of this Agreement, and only when one (1) Journeyman who is not financially connected with the employing concern is employed. In every case the working member of the employing corporation must be listed with the Local Union and be governed by all the terms of this Agreement. The occasional transporting and delivery of tools and items of material shall not be construed as working.

(b) Being aware of all applicable Federal and State laws fringe benefits shall be paid for each hour that the designated working member works for the signatory corporation regardless of whether said work is covered employment or otherwise. The Employer shall furnish to the Union or Representatives of the Trust Fund, Federal and/or State quarterly tax returns periodically at the request of the Union or the Trustees not to exceed two (2) times a year. It shall be presumed that the number of hours worked shall be the gross wages reported on the quarterly Federal and/or State tax returns divided by the hourly wage rate in the current Collective Bargaining Agreement.

Section 2.06 For all Employees covered by this Agreement, the Employer shall carry Workers Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of this State, and shall furnish satisfactory proof of such to the Union. The Employer shall also make payments to the Employment Development Department for all employees covered by the terms of this Agreement.

Section 2.07 It shall not be considered a violation of this Agreement nor shall the Employer discharge any worker if he recognizes a labor organization's bona fide picket line. Such individual recognition may include both crossing and/or working behind a picket line, which has been sanctioned by the local Central Labor Council or the Building Trades Council. The Union will notify the Employer as soon as possible if an organization secures such sanction.

Section 2.08 Should workers leave a job where a recognized picket line is sanctioned by the Central Labor Council or the Building Trades Council, or any other reason, such workers shall notify the Employer or the immediate supervisor, shall carefully put away all tools, material, and equipment or other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer by members of the Union for neglect in carrying out this provision, but only when a safe place is provided for such property by the Employer.

NON-RESIDENT EMPLOYEES

Section 2.09 (a) 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.

(b) The Employer shall not loan or cause to be loaned, the workers covered under the terms of this Agreement in his employ to any other Employer without first securing permission of the Union and then only after applicants possessing the required skill are not available under the referral procedure.

FAVORED NATIONS

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

STEWARDS

Section 2.11 (a) The Union shall have the right to appoint a Steward at any shop or on any job where workers are employed under the terms of this Agreement. Such Stewards shall see that all sections of this Agreement and working conditions are observed by employee and Employer and he/she shall be allowed sufficient time to perform these duties during regular working hours.

Under no circumstances shall an Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provisions of this Agreement. The Union is required to notify the Employer, in writing, of the name of the shop and/or job Steward.

(b) There shall be no job assignment discrimination against a Steward. The Steward shall be offered all overtime. The Steward on overtime shall not be considered as part of the crew size. When the Steward is present, the Steward shall represent all IBEW workers on the site.

(c) The Employer shall cooperate with the Steward, Business Manager or his representative in adjusting grievances arising in the shop or on the job.

The Business Manager or his representative along with the Chapter Manager shall have the right to visit the Employer's place of business during any working hours to inspect the time cards of the employees covered by this Agreement. The job Steward shall be notified of all terminations at least two (2) hours prior to any lay-off.

(d) A job Steward shall remain on the job until its completion, or until not more than three (3) employees are left on the job after his termination, unless removed by the Business Manager. This requirement shall not apply when a job is shut down. Stewards may be discharged for cause upon twenty-four (24) clock hours notice by phone or fax, to the Business Manager, but subject to review by the Labor-Management Committee. The Steward shall share in overtime with other employees on the job. The representative of the Union shall be allowed access to any job at any reasonable time where employees are employed under the terms of this Agreement.

(e) All Employees, when asked for their "Dues Receipt," shall present it to the person asking to see it. Provided the person requesting it shall present his/her dues receipt.

Section 2.12 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 International Brotherhood of Electrical Workers.

The refusal by an individual employee to perform work on lighting fixtures not bearing the Union IBEW label shall not be considered a violation of the terms of this Agreement, nor shall any such employee be discharged as a result thereof.

SUBCONTRACTING/ANNULMENT

Section 2.13 The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

Section 2.14 The obligations of this Agreement shall not be affected by the nature or form of doing business by any Employer party hereto; and the obligations herein shall also extend to any person, firm or corporation under control or common control with any signatory Employer and which entity engages in any work covered by this Agreement or any work under the State Contractors License of the signatory Employer or otherwise.

ARTICLE III
HOURS - WAGE PAYMENT - WORKING CONDITIONS

Section 3.01 (a) The Normal Work Week shall be forty (40) hours, Monday through Friday (excluding Saturday and Sunday). Eight (8) hours work between the hours of 8:00 AM and 4:30 PM with thirty (30) minutes for lunch period between 11:00 AM and 12:30 PM constitutes a normal work day Monday through Friday (excluding Saturday and Sunday). The

lunch period shall be established by the first worker employed on the job site.

(b) If an employee is directed by the Employer to work through his/her lunch break they shall receive double the hourly rate of pay.

(c) When a worker has worked four (4) hours or more immediately prior to starting the regular workday, he/she shall receive the overtime rate of pay until relieved of duty.

(d) In accordance with a calendar schedule agreed to by the parties, there will be four (4) non-work days scheduled per year (creating four 4-day weekends). The following are the non-work days:

2006

Friday - February 17 (non-work day)
Friday - May 26 (non-work day)
Monday - July 3 (non-work day)
Friday - September 1 (non-work day)
Friday - December 22 (floating holiday)

2007

Friday - February 16 (non-work day)
Friday - May 25 (non-work day)
Friday - August 31 (non-work day)
Monday - December 24 (non-work day)
Monday- December 31 (floating holiday)

2008

Friday - February 15 (non-work day)
Friday - May 23 (non-work day)
Monday - July 7 (non-work day)
Friday - August 29 (non-work day)
Friday - December 26 (floating holiday)

REDUCED WORKWEEK

(e) When twenty percent (20%) of the Inside Wiremen that reside in Santa Clara County and are qualified to sign the Group One (book one) out of work list become unemployed for fifteen (15) consecutive work days, **the Labor-Management Committee will give consideration to an adjusted work week.** The hours and conditions of the adjusted workweek will be by mutual agreement between the parties.

(f) The Shop or Job workday may be adjusted to start specifically at 7:00, 7:30, or 8:00 AM, with a half-hour lunch break occurring four (4) hours from the start of the workday.

(g) The employee's time cards must show the starting time. The Employers who become signatory to this Agreement after July 1, 1985, and establish a Shop in this area must specify the starting time of the shop at the time they sign the Agreement.

The job start time for out of area Employers will be determined by the initial job call.

(h) The adjusted work hours can only be changed at the beginning or ending of Daylight Savings Time.

(i) All job processing or security and automobile clearances shall be obtained and performed on the Employer's time.

Section 3.02 (a) The first two (2) hours of overtime worked before or after the regular work day Monday through Friday shall be paid at time and one-half (1-1/2) of the straight-time rate of pay up to ten (10) hours per week.

(b) Pension man-hours will be reviewed **semi-annually** (January–June) and once established, they shall remain in effect from June 1, through May 31 of the following year.

When man-hours in Santa Clara County falls to 2.9 million or less, overtime reverts back to the 1997 Inside Wireman's Agreement. Man-hours will be

reviewed bi-annually. Pension man-hours will be used to determine man-hours.

> 1997 Language: A maximum of eight (8) hours of overtime at the time and one half (1 1/2) rate is allowed for work performed on Saturday. If overtime is worked Monday through Friday, subtract that amount of time from the time allowed at time and one half (1 1/2) on Saturday.

(c) All work performed on 3 and 4 day weekend/holidays shall be paid at the double-time rate of pay.

(d) All other work performed outside the regular work hours and work on Saturdays, Sundays and the following Holidays: New Year's Day; Martin Luther King, Jr.'s Birthday observed the third Monday in January; Washington's Birthday, the third Monday in February; Memorial Day, the last Monday in May; fourth of July; Labor Day, the first Monday in September; Thanksgiving Day, the fourth Thursday in November; the day after Thanksgiving Day, and Christmas Day, December 25; the 10th Holiday will be set on a year to year basis as per the agreed upon calendar; such Holiday selected will provide for no more than four (4) days off in succession; or days celebrated as such; or such Holidays as recognized by the Local Building Trades Council, shall be paid for at double the regular straight-time rate of pay. Should any of the above-named Holidays fall on Saturday or Sunday, the Friday before or the following Monday shall be observed as the holiday.

(e) When overtime is required by the Employer, the electrical employee shall receive a one-half (1/2) hour meal period with pay after the first two (2) hours of overtime work when overtime is required beyond that two (2) hour period. After each additional four (4) hours of overtime is worked, the employee shall receive a one-half (1/2) hour meal period with pay when overtime is required beyond that four (4) hour period. This is not applicable to the first eight (8) hours worked on Saturdays, Sundays or Holidays. When meals are not readily available, the Employer shall allow one member of the crew time to obtain meals for the worker prior to the meal period, providing the employee did not receive notification

of the overtime two (2) hours prior to reporting to work. Employees will be responsible for food expense.

When a worker has worked four (4) hours or more immediately previous to starting the regular workday, he/she shall receive the overtime rate of pay until relieved of duty.

(f) When it is necessary to work overtime on any job covered in this jurisdiction, workers working on the job shall be given first preference.

The Employer or employee is obligated to report any scheduled overtime to the local Union prior to the work being performed. (This in no way requires overtime permits.) Non-scheduled or emergency overtime shall be reported on the next workday.

(g) Overtime wages for employees in all classifications shall be computed at the straight time, white, wage rate.

(h) All overtime shall be shared as equally as possible among the workers on the job.

(i) When workers are required to work under compressed air or where gas masks are required, or to work on ladders, scaffolds, stacks, "Bosun's Chairs," or other structures and where they are not protected by permanent guard rails at a distance of forty (40) to sixty (60) feet from the ground or supporting structures, they shall be paid at a rate of one and one-half (1 1/2) times the straight-time rate of pay. On structures of sixty (60) feet or over, (as described above), the rate shall be two (2) times the straight time rate of pay. An assignment of thirty (30) minutes or more, to work referred to in this section, shall entitle the worker to the premium rate for that half day.

(j) A work assignment in this section shall not commence until the Employer or his representative is notified.

OCCUPIED REMODEL AND RENOVATION WORK

(k) Occupied Remodel and Renovation Work. When so elected by the contractor, a single shift of work for eight (8) hours may be performed Monday through Friday, excluding Saturdays, Sundays and Holidays.

The shift work must be performed outside regular work hours as defined in Article III, Section 3.01(a). The shift start time is any time after 3:30 PM.

The shift shall be eight (8) hours of work between the hours of 3:30 PM and 8:00 AM. Workers shall be paid for a minimum of eight (8) hours for the shift, regardless of hours worked.

The thirty (30) minute lunch period is to be taken at the end of four (4) hours of work.

For hours worked between 3:30 PM and 12:00 midnight workers shall receive the regular hourly rate plus 10%.

For hours worked between 12:00 midnight and 8:00 AM, workers shall receive the regular hourly rate plus 15%.

Overtime before or after the shift shall be two times (2 x) the regular hourly rate.

(l) **Service Stand-by - On-call or Emergency calls**: Employees designated by their Employer on weekends or holidays shall receive two (2) hours of stand-by pay at 1½ times their hourly straight time rate of pay per day.

Section 3.03 (a) No work shall be performed on Labor Day except in the case of an emergency (protection of life and/or property). This work shall only be done after the Business Manager of the Union or his representative gives permission.

SHIFT WORK

Section 3.04 (a) 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 AM and 4:30 PM. 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 PM and 1:00 AM. 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 AM and 9:00 AM. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

(b) 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.

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

(d) 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.

(e) 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.

ARTICLE III

Section 3.05 (a)

Effective May 30, 2005

Classification	Wage	H & W	Pension	NEBF	AMF	Total	JATC	**JEIF
*Journeyman Wireman	42.57	6.07	7.85	1.277	0.213	$ 57.98	0.85	0.06
* Foreman	48.96	6.07	7.85	1.469	0.245	$ 64.59	0.85	0.06
* General Foreman	55.34	6.07	7.85	1.660	0.277	$ 71.20	0.85	0.06
* Cable Splicer	48.96	6.07	7.85	1.469	0.245	$ 64.59	0.85	0.06
*Journeyman Technician	42.57	6.07	7.85	1.277	0.213	$ 57.98	0.85	0.06

INSIDE APPRENTICES

1st 1000 hrs 45%	19.16	6.07	0	0.575	0.096	$ 25.90	1.35	0.06
2nd 1000 hrs 50%	21.67	6.07	0	0.650	0.108	$ 28.50	1.35	0.06
3rd Period 55%	23.41	6.07	4.32	0.702	0.117	$ 34.62	1.35	0.06
4th Period 60%	25.54	6.07	4.71	0.766	0.128	$ 37.21	1.35	0.06
5th Period 65%	27.67	6.07	5.10	0.830	0.138	$ 39.81	1.35	0.06
6th Period 70%	29.80	6.07	5.50	0.894	0.149	$ 42.41	1.35	0.06
7th Period 75%	31.93	6.07	5.89	0.958	0.160	$ 45.01	1.35	0.06
8th Period 80%	34.06	6.07	6.28	1.022	0.170	$ 47.60	1.35	0.06
9th Period 85%	36.18	6.07	6.67	1.085	0.181	$ 50.19	1.35	0.06
10th Period 90%	38.31	6.07	7.07	1.149	0.192	$ 52.79	1.35	0.06

* Refer to Section 8.03.

Day School: Employers employing Apprentices shall pay One Dollar and Thirty Five Cents ($1.35) per hour to the JATC for Employers Apprenticeship Fund for Day School. There shall be separate accounting for this fund. This fund will provide for lost wages for students attending Day School.

** Does not reflect the additional .06 cents per hour deduction for the Joint Electrical Industry Fund (JEIF)

Effective December 1, 2005

Increase Wages $0.50, H&W $0.50

Classification	Wage	H & W	Pension	NEBF	AMF	Total	JATC	**JEIF
*Journeyman Wireman	43.07	6.57	7.85	1.292	0.215	$ 59.00	0.85	0.06
*Foreman	49.53	6.57	7.85	1.486	0.248	$ 65.68	0.85	0.06
*General Foreman	55.99	6.57	7.85	1.680	0.280	$ 72.37	0.85	0.06
*Cable Splicer	49.53	6.57	7.85	1.486	0.248	$ 65.68	0.85	0.06
*Journeyman Technician	43.07	6.57	7.85	1.292	0.215	$ 59.00	0.85	0.06

INSIDE APPRENTICES

1st 1000 hrs 45%	19.38	6.57	0	0.581	0.097	$ 26.63	1.35	0.06
2nd 1000 hrs 50%	21.67	6.57	0	0.650	0.108	$ 29.00	1.35	0.06
3rd Period 55%	23.69	6.57	4.32	0.711	0.118	$ 35.41	1.35	0.06
4th Period 60%	25.84	6.57	4.71	0.775	0.129	$ 38.02	1.35	0.06
5th Period 65%	28.00	6.57	5.10	0.840	0.140	$ 40.65	1.35	0.06
6th Period 70%	30.15	6.57	5.50	0.905	0.151	$ 43.28	1.35	0.06
7th Period 75%	32.30	6.57	5.89	0.969	0.162	$ 45.89	1.35	0.06
8th Period 80%	34.46	6.57	6.28	1.034	0.172	$ 48.52	1.35	0.06
9th Period 85%	36.61	6.57	6.67	1.098	0.183	$ 51.13	1.35	0.06
10th Period 90%	38.76	6.57	7.07	1.163	0.194	$ 53.76	1.35	0.06

* Refer to Section 8.03.

Day School: Employers employing Apprentices shall pay One Dollar and Thirty Five Cents ($1.35) per hour to the JATC for Employers Apprenticeship Fund for Day School. There shall be separate accounting for this fund. This fund will provide for lost wages for students attending Day School.

**Does not reflect the additional .06 cents per hour deduction for the Joint Electrical Industry Fund (JEIF)

Effective 6/1/06 – Does not reflect the additional .10 cents per hour for JEIF

Effective June 1, 2006:
Increase ($0.96 cents allocation to be determined), $0.04 to JEIF
(JEIF to total .10 cents)

Effective December 1, 2006:
$1.00 Increase (allocation to be determined)

Effective June 1, 2007:
$1.25 Increase (allocation to be determined)

Effective December 1, 2007
$1.25 Increase (allocation to be determined)

Section 3.05 (b) No Employer, or worker, or their agents shall give or accept, directly or indirectly, any rebate of wages. No Employer shall directly or indirectly or by any subterfuge sublet or contract with any worker, any or all of the labor services required by such contract of such Employer. Any Employer found violating any one of these provisions shall be subject to having his Agreement terminated upon written notice thereof, being given by the Union.

Section 3.06 (a) Each Wednesday, wages shall be paid by the electrical Employer by whom the worker is employed. The Employer shall end the payroll week on Sunday at 12:00 midnight of each week. (This allows three (3) days to make up the time and disburse the checks). If payday falls on a holiday, the preceding day becomes payday. The payroll check stub shall contain the complete date - month, day and year, including company name and home office city, all deductions itemized and gross and net wages. The Employer shall pay wages on the job or allow Employees sufficient time to reach the shop on payday before the close of working hours.

Any worker laid off or discharged by the Employer shall be paid all his wages and be given his termination slip immediately. **In the event he is not paid off, waiting time at the regular rate shall be charged until payment is made**.

If an Employer shall give a check or checks as wages to an employee covered by this Agreement and the same is dishonored by the Employer's bank, **the Employer involved must immediately, on demand, present to**

the Employee a certified check for the amount involved. Failing to do so the Employer shall be in violation of this Agreement.

(b) Supervising workers shall be allowed sufficient time during working hours to arrange to have the Employee's time reported in to the office of the Employer.

(c) All Employee remittances covered under the terms of this Agreement shall be drawn on a bank located within a one hundred (100) air-mile radius from First and Santa Clara Streets, San Jose, California.

(d) Individual Employers who fail to remit as provided shall be subject to having his/her 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 all wages and the required payments have been paid to the appropriate fringe benefit trusts.

(e) Upon mutual agreement between the Employer and the Employee, a direct deposit of the weekly payroll check will be permitted.

Employers and Employees participating in direct deposit payroll shall adhere to all provisions of Article III, Section 3.06.

FOREMAN CLAUSE

Section 3.07 (a) A foreman shall be required on any job where three (3) or more workers are required. On jobs requiring three (3) or more workers for more than fifteen (15) accumulated days, the foreman shall receive the foreman rate of pay from the time the third worker is placed on the job to the finish of the job.

Foremen shall receive an additional fifteen (15%) percent differential above the journeyman wireman's rate of pay.

(b) A foreman may work with the tools until seven (7) journeymen are under his supervision. When seven (7) or more are under his supervision, a foreman shall act in a supervisory capacity only.

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

1. The Employee has not quit his previous Employer within the past two weeks.

2. 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.

3. When an Employee is called as a foreman he must remain as a foreman for one thousand (1,000) hours or must receive a reduction in force.

4. The Employee must have completed the Labor Studies class, a COMET class and have a current first aid and CPR certification.

(d) A foreman shall handle no more than nine (9) workers except that where a general foreman has been set up, the first foreman may supervise twelve (12) workers. As soon as the second foreman has been set up, a foreman shall not supervise more than nine (9) workers. Another foreman shall be named as soon as additional workers are employed; **however, each foreman must have at least seven (7) workmen under him before the next foreman is set up, unless the work assignments are in isolated parts of the job.**

Any foreman may handle material. On all jobs requiring a foreman, the foreman shall not give orders to workers other than those under his/her direct supervision. The only exception to the above is in the case of an emergency.

No worker shall be allowed to work as a foreman on more than one (1) job at a time.

GENERAL FOREMAN CLAUSE

Section 3.08 (a) A general foreman shall not supervise more than six (6) Foremen (or sixty [60] workers). Whenever a job has two (2) or more foremen, a general foreman shall be assigned to that job only. A job general foreman shall not give orders to anyone other than foremen under his direct supervision. The only exception to the above is in case of an emergency. A General Foreman shall not handle any material or work with the tools. No job shall have more than one (1) nonworking foreman/general foreman.

(b) A General Foreman shall receive an additional thirty (30%) percent differential above the journeyman wireman's rate of pay.

SHOW-UP PAY

Section 3.09 When Employees are directed to report to work and are not allowed to start work, they shall receive a minimum of two (2) hours pay, unless they are notified one (1) hour before starting time that work has been cancelled. This provision would be non-operable in the case of inclement weather.

Section 3.10 (a) When Employees commence work and are laid off or terminated permanently or temporarily, they shall receive pay for four (4) hours, if laid off or terminated after having worked more than four (4) hours they shall receive pay for eight (8) hours.

(b) Terminations shall be made in the shop or on the job-site only, except a worker who has failed to report for work may be terminated by telephone or fax and have his wages paid by mail. Terminated Employees shall be given a "Termination Slip."

AGE RATIO

Section 3.11 On all jobs requiring five (5) or more Journeymen, at least every fifth (5th) Journeyman, if available, shall be fifty-five (55) years of age or older.

TOOLS

Section 3.12 (a) It shall be the responsibility of the Employer to provide tool insurance. In case of fire, theft through forcible entry, or damage to a locked employee's tool box while in the locked custody of the Employer or his representatives, said tools shall be replaced immediately after any loss incurred has been reported to the proper law enforcement agencies by the parties involved. Members of the National Electrical Contractors Association may contribute annually into a tool protection fund. All Employers who are not a party to this tool replacement fund shall be held responsible for the replacement of the employee's tools.

No worker shall supply tools other than those listed in subsection (b). In no case will an Employer be responsible for tools other than those stated on the required list for Inside Wiremen. Apprentices shall supply themselves with tools as needed. An apprentice must keep an inventory list of his tools; periodically this list must be given to his Employer for verification; the apprentice tools in case of loss will be replaced to comply with the list he has given his Employer.

(b) Inside Wiremen shall provide themselves with and keep in first-class condition a kit of the following tools. Failure to do so will be a violation of this Agreement and will void the tool insurance.

TOOL BOX - 20" X 8-1/2" X 9" minimum with lock

PLIERS:

- **Wire Strippers**
- **Sidecutters 8" or 9" Klein type**
- **Long nose**
- **Diagonal cutters (2 allowed)**
- **Pump (Channel locks) (2 allowed)**
- **Stak-On**

CRESCENT WRENCHES - 6" and 12" (one of each)

ALLEN WRENCHES - small set not over 7/16"
SPIN TITE WRENCH SET - up to 1/2"
TAP WRENCH - up to 1/4"
CHISELS:
Wood 1" maximum
Cold 1/2 maximum
CENTER PUNCH
AWL
PLUMB BOB, 8oz.
TRI SQUARE
LEVEL - (1) 18" maximum
CHALK LINE BOX
TIN SNIPS - (1) 10" airplane shears
KNIFE
TAPE MEASURES - (2) to 30' maximum
SCREWDRIVERS:
Stubby (2) 1 blade and 1 Phillips
Phillips (2) 6" and 8"
Offset (2) blade and Phillips
Blade (3) 6", 8" and 12"
HACKSAW FRAME
KEYHOLE SAW
HAMMER - claw
TESTER - Voltage Square "D", Knopf, or equal
TOOL POUCH (optional)
ONE-PIECE FLASHLIGHT (1)
NATIONAL ELECTRICAL CODE (current)

If tools are permanently confiscated because of radiation exposure, such tools will be replaced by the Employer.

Section 3.13 Workers shall not be asked to install electrical work in an unsafe or unworkmanlike manner. All work shall be required to be in accordance with applicable codes.

TRAVEL CLAUSE

Section 3.14 (a) On all jobs requiring the employees to remain away from home overnight, the Employer will also furnish board and lodging and other necessary expense or a minimum of $45.00 per day, per worker, on a seven (7) day per week basis being considered a minimum

amount except where adequate subsistence or lodging is furnished on the job. The Employer may elect to pay full expenses over weekends or pay travel time at the straight time rate and furnish transportation to and from the Employer's home base.

(b) When workers report to the Employer's shop, as defined herein within the jurisdiction of the Union without travel expense, the Employer shall furnish transportation and pay for time from shop to job, job to shop, job to job.

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.

(c) For traveling from job to job during the regular working hours where the worker provides his or her own transportation, the worker shall be paid their regular rate plus one dollar ($1.00) per road-mile traveled.

(d) Traveling time shall be paid at one and one-half times the regular straight-time rate of pay to any worker who is driving the Employer's vehicle, for the Employer's convenience to and from any job within the jurisdiction of the Union when workers are ordered to travel on other than their regular work hours.

(e) A joint venture by two (2) or more firms signatory to this Agreement shall be considered a new Employer.

(f) "Shop" as used in this Agreement shall mean an established place of business as defined in ARTICLE II, Section 4 hereof.

When an Employer, signatory to this Agreement, establishes another place of business as herein defined, within the jurisdiction of the Union, recognition of such a "shop" shall be determined by Local Union 332, IBEW.

When such a second shop is recognized by the Union, any job, which the Employer has in progress, shall continue to operate with no change in place of reporting, travel allowance or per diem until its completion.

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

(g) Additional workers shall be employed in the same manner as local Employers and all such workers shall receive the wages and conditions as outlined in this Agreement.

(h) The last worker or workers, employed by an outside firm, shall receive at the time of layoff, a notice of immediate deposit that all fringe benefit funds have been paid to the appropriate agency accompanied by an approved transmittal.

Employers covered by this section shall notify the Local Union Office when their work is completed.

VEHICLES

Section 3.15 (a) No worker shall use his vehicle in any manner detrimental to the best interest of other workers nor shall any worker use his vehicle to transport the Employer's tools, materials or plan sets.

SIGNS ON TRUCKS

(a) Each signatory contractor to this IBEW Agreement shall have legible identification signs, seals, decals or stickers of not less than 12 inches by 18 inches permanently attached on each exterior side of his truck(s). No worker shall drive company trucks without approved signs unless such unmarked trucks have been reported to the Local Union by the Employer, such reporting shall only be valid for a sixty (60) day period.

SAFETY

Section 3.16 (a) On changes or additions to energized circuits or equipment carrying four hundred and forty (440) volts or over, as a safety measure, two or more journeymen must work together, both wearing PPE (personal protective equipment), one standing by.

(b) Adequate safety or protection devices shall be supplied by the Employer on all hazardous or energized work in accord with the Safety Orders of the Department of Industrial Relations. Workers shall also observe instructions of the Employer/Owner in matters of safety.

(c) Where a question of safety arises and leads to a dispute that cannot be settled on the job then the question shall be settled according to Article I, Section 1.06 of this Agreement. Workers working under terms of this Agreement shall not be discharged for revealing unsafe conditions on a job or for refusing to work on that portion of a job before a decision has been rendered. The employee may be issued a temporary layoff if no other work is available.

IMPROPER WORKMANSHIP

Section 3.17 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 workers who fail to adjust improper workmanship. The Union assumes responsibility for the enforcement of this provision for its members only. Correction to be made only after a fair investigation by the Employer and the Business Manager of the Union.

SCOPE OF WORK

Section 3.18 (a) Workers employed under the terms and conditions of this Agreement shall do all electrical work that is not covered by the 9th District Sound and Communications Agreement. The following list is comprehensive but not all inclusive. Any related electrical equipment and/or materials are to be installed and maintained by workers working under the terms and conditions of this Agreement:

- Electric lighting, electric heating, electric cooling and electric power systems;
- Temporary lighting and power systems;
- Construction, installation, pre-weld heating, welding, brazing, burning, cutting, fitting, bending, drilling, shaping, and erection of all copper, channel iron, angle iron, I-beams, brackets, supports, or fittings that are fabricated or pre-fabricated **which are specific parts of the installation of the electrical work or equipment on the jobsite** and the maintenance thereon, this in no way includes shared brackets, hanger systems or support racks;
- Electrical equipment, such as motor control centers, transformers, power supplies and storage cells that are to be wired and installed on a jobsite;
- Meggering and hi-potting of all control devices, overloads, control wiring and the phase rotation tests;
- Electrical work related to the connecting of fixtures, motors, and controllers;
- Computer power floor cables (* see below) and connections, under carpet raceways, connections to electrified furniture partitions, electrical devices and trim;
- Electrical/electronic instrumentation (** see below) (not pneumatic), electrical connections to conveyor systems, robotics and programmable controllers;
- Electrical connections of electrified cranes and trolleys;
- Sound and fire pads, fire caulking resultant to the electrical installation;
- Life safety and emergency systems;
- UPS and clean power systems, medium voltage distribution systems, electrical bus ducts, electrical gutters, electrical cable tray and electrical grounding systems;

- Solar photovoltaic systems and sinology principles are to be included (such as all solar panels, related conduit and wiring and the related electronic devices associated with a photovoltaic installation);

- On-site underground power distribution systems (including PVC and/or rigid conduit) and all supports, fiber optic system raceways, including the setting of underground pull boxes and vaults;

- Conduit and related work for street lighting, traffic signals and other related electrical equipment;

- Related items above and below grade including electrical and communications duct banks;

- Electrical work related to trade shows (rigging, lighting, temporary wiring, etc.);

- The operation of motorized equipment (gas or electric) related to the installation of electrical work (fork lifts, GLG's, man lifts, ditch witches, etc.);

- It will not be a breach of this Agreement to use prefabricated catalogue items which are available to the Employers in the electrical industry;

- Prefabrication, when performed by the Employer, shall be done by workers working under the terms and conditions of this Agreement;

- Items listed or inferred in the above list shall, when delivered to a shop or jobsite, be off-loaded, received and transported thereafter by members of the IBEW;

(*) unless designated otherwise by the Customer

(**) may not include commissioning, calibration, programming or "parts & smarts"

The Employers and the Union agree to mutual cooperation to ensure the "Scope of Work" provisions work to the benefit of the Electrical Industry.

(b) No electrical equipment installed under this section shall be energized while in a definite hazardous condition after

normal working hours unless under the supervision of a qualified electrician.

CABLE SPLICING

(c) Cable splicing: All work of joining, splicing and insulating, where wiped lead joints are necessary, shall be performed by cable splicers. Journeyman wiremen shall be used in assisting cable splicers in all manhole work and where wiped lead joints are necessary, and may place flame proof covering.

The splicing or joining of synthetic cable of such insulation or application characteristic, which requires skill and experience not possessed by the average journeyman wireman, shall carry the cable splicer rate. The necessity for an assistant to the cable splicer shall be determined by the job.

(d) Cable splicers shall not be required to work on wires or cables when the difference in potentials is over three hundred (300) volts between any two (2) conductors or between any conductor and ground, unless assisted by a journeyman wireman. In no case shall cable splicers be required to work on energized cables carrying in excess of four hundred and forty (440) volts.

(e) If not supplied by the Employer, the cable splicer shall receive four dollars ($4.00) per day tool allowance, and be reimbursed for the amount of gas used.

WELDING

(f) **A journeyman who is required to weld shall receive a bonus of five dollars ($5.00) per day. An assignment of one (1) hour shall entitle an employee to this daily bonus.**

Where certified welders are required, they shall receive the foreman's rate of pay.

The Employer shall furnish all necessary equipment -- hoods, goggles, gloves, capes, and adequate protective clothing.

PAID PARKING

Section 3.19 (a) In the Metropolitan Areas of Santa Clara County, **where free parking is not available within six (6) blocks of the job** or project, the Employer shall reimburse Employees at the lowest rate available within said six (6) block area, provided the Employee presents a signed and dated receipt for each parking expenditure, or the Employer may opt to furnish transportation from a central location within fifteen (15) minutes of the job-site, prior to starting time and return to the central location by the regular quitting time.

(a) On new construction projects (Building Trades Jobs) where specific areas are designated as assigned parking areas, and where such areas are **more than 1/4 mile (1320 feet) from the work area**, the Employer shall provide transportation from the assigned parking area no earlier than ten (10) minutes prior to starting time, and shall be returned to the parking area ten (10) minutes prior to quitting time.

ARTICLE IV
INSIDE APPRENTICESHIP

Section 4.01 There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either six or eight (6 or 8) members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members either three or four (3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW).

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

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

Section 4.02 All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) year term, unless being appointed for a lesser period of time to complete an un-expired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. **All vacancies shall be filled immediately.**

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

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

Section 4.03 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this Agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 4.04 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications 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 4.05 The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training

Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 4.06 To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one Employer to another. **The Employer shall cooperate in providing apprentices with needed work experiences. The Local Union referral office shall be notified, in writing, of all job-training assignments.** If the Employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 4.07 All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

Section 4.08 The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 4.12.

Section 4.09 Though the JATC cannot guarantee any number of apprentices; if a qualified Employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available

person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 4.10 To accommodate short-term needs when apprentices are unavailable, the JATC shall assign un-indentured workers who meet the basic qualifications for apprenticeship. **Un-indentured 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 un-indentured; such as Math Review, English, Safety, Orientation/Awareness, and Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 4.11 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 4.12 Each job site shall be allowed a ratio of two (2) apprentice(s) for every three (3) Journeyman Wiremen.

Number of Journeymen	Maximum Number of Apprentices/Un-indentured
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 4.13 An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices' who have **satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance**, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

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

Section 4.14 Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. **The JATC may also require each**

apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 4.15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 4.16 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 Thirty Five Cents ($1.35) per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE V
"NEBF"

Section 5.01 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to

reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

ARTICLE VI
REFERRAL PROCEDURES

Section 6.01 In the interest of maintaining an efficient system of production in the Electrical 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 6.02 **The Union shall be the sole and exclusive source of referral of applicants for employment.**

Section 6.03 **The Employer shall have the right to reject any applicant for employment.**

Section 6.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, 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 6.05 The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN

GROUP I All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. 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 II All applicants for employment who have four (4) 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 (2) 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 6.06 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and Holidays excepted, **the Employer shall be free to secure applicants without using the Referral Procedure, but such applicants, if hired, shall have the status of "temporary employees."**

Section 6.07 The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" **and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.**

SANTA CLARA COUNTY

Section 6.08 (a) **"Normal construction labor market"** is defined to mean the following geographical area plus the commuting distance (30 air miles from the County line) adjacent thereto, which includes the area from which the normal labor supply is secured.

(b) 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.

(c) **"Resident"** means a person who has maintained his permanent home in the above defined geographical area for a period of not less than **one** (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

EXAMINATIONS

Section 6.09 An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for

examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) years' experience in the trade.

Section 6.10 The Union shall maintain an "Out-of-Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

SHORT CALL

Section 6.11 An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 6.12 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 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/her appropriate place within his/her GROUP and shall be referred to other employment in accordance with the position of his/her GROUP and his/her place within his/her GROUP.

Section 6.13 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.

REFERRAL APPEALS COMMITTEE

Section 6.14 (a) An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both of these members.

(b) An applicant who is discharged for cause two (2) 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 (3) 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 (4) 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.

(c) 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 Article VI, Sections 6.04 through 6.15. The Appeals Committee shall have the power to make a final and binding decision of any such complaint, which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions of the Agreement and its decisions shall be in accord with this Agreement.

Section 6.15 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 6.16 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 office of the Employers who are parties to this Agreement.

Section 6.17 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

ARTICLE VII
VACATION

Section 7.01 Employees shall be allowed two (2) weeks vacation per year without pay. Where possible, vacations shall be taken at a time mutually agreeable to employee and Employer.

ARTICLE VIII
NEIF
(NATIONAL ELECTRICAL INDUSTRY FUND)

Section 8.01 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one (1) Chapter area during any one (1) 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 (1) Chapter area during any one (1) 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.

Section 8.02 Effective December 6, 2004 every Employer shall contribute the sum of Six Dollars and Seven cents ($6.07) per hour for each hour worked for each employee working under the terms of this Agreement to the Health and Welfare Trust so established for the benefits of such employees. **Current contribution rate is found on the wage pages.**

The Trust, jointly established and administered, shall operate in compliance with Federal and State regulations governing Health & Welfare. The terms of said Trust Agreement are incorporated herein by reference and are as effective as if fully set forth herein.

PENSION CATEGORIES

Section 8.03 (a) Effective February 27, 1990, there shall be four (4) pension categories under this Agreement. Category is based upon industry seniority under the Collective Bargaining Agreement, and the attainment of advanced levels of experience at the trade. The terms and conditions of this Agreement shall be applied in accordance with attained category. Applications for category designations shall be submitted to the Union and category designations granted by the Union's Business Manager or its authorized agent upon verification that the applicant has attained the requisite experience as outlined below:

Category 4 (White) shall consist of all apprentices and journeymen wiremen and technicians who have worked at the trade for one (1) year or less.

Category 3 (Green) shall consist of journeymen wireman and journeymen technicians who satisfy the requirements of Group III applicants for employment.

Category 2 (Yellow) shall consist of journeymen wiremen and journeymen technicians who satisfy the requirements of Group III applicants for employment.

Category 1 (Blue) shall consist of journeymen wiremen and journeymen technicians who satisfy the requirements of Group II and Group I applicants for employment.

Each Local Union member shall submit to the local Union any category change request. Upon notification by the Union to the Employer of an approved category change, the Employer shall pay wages and fringe benefit contributions at the approved category level until and unless notified by the Union of a category change. Notification shall be made on an approved form and in accordance with the rules and regulations adopted by the Union and approved by the Chapter. In no event shall a category change be implemented except by proper notification. Category change requests shall be considered twice each year, to become effective February 27, 1990 and thereafter on July 1 and January 1 of each year. No Category changes shall be permitted outside the semi-annual review procedure unless the employee is **dispatched** to a new job.

Overtime wage for employees in all categories shall be computed at the White wage rate.

(b) Effective June 1, 2004 every Employer shall contribute the sum of Seven Dollars and Eighty-Five cents ($7.85) per hour for each hour worked for each employee working under the terms of this Agreement ** to the Local Union #332 Pension Trust so established for the benefit of such employees. **Current contribution rates are found on the wage pages.**

Category 1 (Blue)	$13.85
Category 2 (Yellow)	$11.85
Category 3 (Green)	$ 9.85
Category 4 (White)	$ 7.85

Such benefits shall be paid monthly into the Trust Fund. Future changes in the pension Plan shall be either deducted from or added to (in the event of elimination of a benefit), the basic employee wage.

** With the exception of Probationary Apprentices.

Effective May 31, 2005

Category	Wage	H & W	* Pension	NEBF	AMF	Total	JATC	JEIF
Journeyman Wireman								
Blue	36.57	6.07	13.85	1.277	0.213	57.98	0.85	0.06
Yellow	38.57	6.07	11.85	1.277	0.213	57.98	0.85	0.06
Green	40.57	6.07	9.85	1.277	0.213	57.98	0.85	0.06
White	42.57	6.07	7.85	1.277	0.213	57.98	0.85	0.06
Foreman								
Blue	42.96	6.07	13.85	1.469	0.245	64.59	0.85	0.06
Yellow	44.96	6.07	11.85	1.469	0.245	64.59	0.85	0.06
Green	46.96	6.07	9.85	1.469	0.245	64.59	0.85	0.06
White	48.96	6.07	7.85	1.469	0.245	64.59	0.85	0.06
General Foreman								
Blue	49.34	6.07	13.85	1.660	0.277	71.20	0.85	0.06
Yellow	51.34	6.07	11.85	1.660	0.277	71.20	0.85	0.06
Green	53.34	6.07	9.85	1.660	0.277	71.20	0.85	0.06
White	55.34	6.07	7.85	1.660	0.277	71.20	0.85	0.06
Cable Splicer								
Blue	42.96	6.07	13.85	1.469	0.245	64.59	0.85	0.06
Yellow	44.96	6.07	11.85	1.469	0.245	64.59	0.85	0.06
Green	46.96	6.07	9.85	1.469	0.245	64.59	0.85	0.06
White	48.96	6.07	7.85	1.469	0.245	64.59	0.85	0.06
Journeyman Technician								
Blue	36.57	6.07	13.85	1.277	0.213	57.98	0.85	0.06
Yellow	38.57	6.07	11.85	1.277	0.213	57.98	0.85	0.06
Green	40.57	6.07	9.85	1.277	0.213	57.98	0.85	0.06
White	42.57	6.07	7.85	1.277	0.213	57.98	0.85	0.06

Taxes owed such as Social Security, etc. will be calculated at the reduced wage rate selected by the Employee. Overtime, overtime shift rates, dues, NEBF and NECA shall be computed at the White wage rate.

*7% Union dues must be computed on gross wages before any wage reduction.

Effective December 1, 2005

Category	Wage	H & W *	Pension	NEBF	AMF	Total	JATC	JEIF
Journeyman Wireman								
Blue	37.07	6.57	13.85	1.292	0.215	59.00	0.85	0.06
Yellow	39.07	6.57	11.85	1.292	0.215	59.00	0.85	0.06
Green	41.07	6.57	9.85	1.292	0.215	59.00	0.85	0.06
White	43.07	6.57	7.85	1.292	0.215	59.00	0.85	0.06
Foreman								
Blue	43.53	6.57	13.85	1.486	0.248	65.68	0.85	0.06
Yellow	45.53	6.57	11.85	1.486	0.248	65.68	0.85	0.06
Green	47.53	6.57	9.85	1.486	0.248	65.68	0.85	0.06
White	49.53	6.57	7.85	1.486	0.248	65.68	0.85	0.06
General Foreman								
Blue	49.99	6.57	13.85	1.680	0.280	72.37	0.85	0.06
Yellow	51.99	6.57	11.85	1.680	0.280	72.37	0.85	0.06
Green	53.99	6.57	9.85	1.680	0.280	72.37	0.85	0.06
White	55.99	6.57	7.85	1.680	0.280	72.37	0.85	0.06
Cable Splicer								
Blue	43.53	6.57	13.85	1.486	0.248	65.68	0.85	0.06
Yellow	45.53	6.57	11.85	1.486	0.248	65.68	0.85	0.06
Green	47.53	6.57	9.85	1.486	0.248	65.68	0.85	0.06
White	49.53	6.57	7.85	1.486	0.248	65.68	0.85	0.06
Journeyman Technician								
Blue	37.07	6.57	13.85	1.292	0.215	59.00	0.85	0.06
Yellow	39.07	6.57	11.85	1.292	0.215	59.00	0.85	0.06
Green	41.07	6.57	9.85	1.292	0.215	59.00	0.85	0.06
White	43.07	6.57	7.85	1.292	0.215	59.00	0.85	0.06

Taxes owed such as Social Security, etc. will be calculated at the reduced wage rate selected by the Employee. Overtime, overtime shift rates, dues, NEBF and NECA shall be computed at the White wage rate.

*7% Union dues must be computed on gross wages before any wage reduction.

The Pension Trust, jointly established and administered, shall operate in compliance with Federal and State regulations governing Pension Plans. The terms of said Trust Agreement are incorporated herein by reference and are as effective as if fully set forth herein.

JOINT ELECTRICAL INDUSTRY FUND
LMCC

Section 8.04 The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

1. to improve communications between representatives of Labor and Management;

2. to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

3. to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

4. to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

5. to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;

6. to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies,

occupational safety and health, labor relations, and new methods of improved production;

7. to engage in public education and other programs to expand the economic development of the electrical construction industry;

8. to enhance the involvement of workers in making decisions that affect their working lives; and,

9. to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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.

Each Employer shall contribute the sum of six cents ($.06) per hour. 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 Santa Clara Valley Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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 ($20.00), 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.

ADMINISTRATIVE MAINTENANCE FUND

Section 8.05 Effective January 1998 transmittal period, which starts on December 29, 1997, all Employers signatory to this labor Agreement with the Santa Clara Valley Chapter, NECA designated as their collective bargaining agent shall contribute one half of one percent (.5%) per hour for each hour worked by each employee covered by this Labor Agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the Collective Bargaining Agreement, grievance handling, and all other management duties and responsibilities in this Agreement. The fund is to be administered solely by the Employers. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month and shall be bound to the same delinquency requirements under this Labor Agreement. The enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the Employers and not the Local Union. The fund may not be used in any manner detrimental to the Local Union or the IBEW.

Section 8.06 **It shall not be considered a violation of this Agreement for the Local Union to remove employees from a job and/or shop of a signatory firm who is delinquent in fringe payments to the various trusts for a period of fifteen (15) days.** After the Union serves such contractor with a seventy-two (72) hour notice of their intention to take removal action, the seventy-two (72) hour notice shall be by certified mail. Weekends and holidays shall not be included in establishing the seventy-two (72) hours.

PAYROLL AND FRINGE BENEFITS GUARANTEE TRUST FUND

Section 8.07 Each electrical contractor employing workmen under the terms of this Agreement shall deposit Three Hundred Dollars ($300.00), free of interest, for a payroll and fringe benefits guarantee up to Twenty Thousand Dollars ($20,000.00) of payroll, but not over the amount, with the Trustees who shall function under a Trust Agreement to be agreed upon between the parties. If at any time the interest accrued in the Payroll and Fringe Benefits Guarantee Trust Fund is depleted, each signatory contractor shall make an additional deposit into such fund of any amount up to Three

Hundred Dollars ($300.00), making a total of Six Hundred dollars ($600.00) maximum. Notice of such additional deposit shall be by the Joint Labor-Management Committee.

Net payroll checks shall be paid by the Electrical Industry Payroll and Fringe Benefits guarantee Trust Agreement to be agreed upon between the parties. Net payroll checks shall be paid by the Electrical Industry Payroll and Fringe Benefits guarantee Trust Fund in a total amount not to exceed Three Thousand Dollars ($3,000.00) maximum per employee.

The parties to this Agreement reserve the right to demand a payroll bond if special conditions exist that warrant the need for such a bond. The amount of the payroll bond will be set by the Business Manager and Chapter Manager.

This payroll and fringe benefits deposit is in no respect a bond covering the contractor's payroll and fringe benefits obligations, but only an emergency fund to relieve employees' financial strain caused by issuing of bad checks or failure of contractors to meet payroll, or failure of contractors to make fringe benefit contributions as provided in this Agreement. If the contractor defaults in the foregoing, his liability shall be as set forth in the Trust Agreement but shall, in any event, include the following:

1. The contractor shall be liable for cost of enforcing collection, including but not limited to court costs, attorney fees, loss of earnings of an employee not paid, fringe benefits lost to an employee and any other expenses as determined by the Trustees to be the fault of such delinquent contractor.

2. The trustees are authorized to institute whatever federal or state, civil or criminal actions as are necessary to enforce collection. Upon collection of defaulted payroll, or a bad check, employees must reimburse the Payroll and Fringe Benefits Guarantee Trust Fund. Employees shall cooperate in every manner in regard to the collection of defaulted payroll, as requested by the trustees.

3. The contractor must, within five (5) calendar days after notice from the Business Manager of Local Union 332, IBEW, make good any defaulted wages to his/her employees. Failure to do so shall subject the contractor to immediate cancellation of his/her Agreement with Local Union No.332, IBEW.

4. On the first default of payroll payments and/or fringe benefit payments the defaulting contractor shall, upon notice from the Trustees, furnish a surety or cash bond in the amount of Twenty Thousand Dollars ($20,000.00) as guarantee that wage payments and fringe benefit payments will be regularly made. On the second default of payroll and/or fringe benefit payments, the defaulting contractor shall furnish a bond in an amount to be set by the Trustees using the following formula:

   Four (4) times the weekly wages and fringe benefits for all of said signatory contractors employees covered by this Agreement for previous twelve (12) month period.

   However, the amount of bond required in this instance shall not be less than Twenty Thousand Dollars ($20,000.00). Failure to furnish the above-referred-to bond shall constitute cause for immediate cancellation of the Collective Bargaining Agreement at the option of the Local Union and the processing of all legal procedures necessary to enforce collection of defaulted amount, plus collection costs and interest involved. It shall not be a violation of this Agreement for the Union to refuse to permit persons covered by this Agreement to work on said job or project until all such wages and/or fringe benefits have been paid.

5. Whenever a contract for a job that has been partially completed by another contractor he shall notify the Local

Union in writing, before starting work. On any job or project which has been partially completed by one contractor and work there-on has stopped because of the failure of the contractor to meet his current obligations and money is due and payable to employees as wages and has not been paid, and/or money is due and payable to existing fringe benefit funds and has not been paid, it shall not be a violation of this Agreement for the Union to refuse to permit persons covered by this Agreement to work on said job or project until all such wages and fringe benefits have been paid.

6. It is understood and agreed that this Payroll and Fringe Benefits Guarantee Trust Fund is considered a joint fund covering the workmen working under the Inside Agreement.

DEFAULTED PAY PROVISION

Any and all disputes, claims, or grievances relating to defaulted wage payments must be filed with the Local Union and NECA Chapter office within seven (7) calendar days after the regular payroll period in question. In the case of non-negotiable payroll checks, the time requirement shall be within twenty-four (24) hours of the employee receiving the bad check notice.

ARTICLE IX
SEPARABILITY CLAUSE

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

(Both parties agree if we are unable to negotiate new language, it will be referred back to the grievance procedure contained in the Agreement).

ARTICLE X
SUBSTANCE ABUSE

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

ARTICLE XI
E.E.O.C.
(Equal Employment Opportunity Commission)

It is the stated policy of the parties to this Agreement to provide equal employment opportunities to all persons as their rights are set forth under State and Federal Law, and to correct all violations thereof. (Grievances or Charges)

ARTICLE XII
NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 12.01 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C., 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C., 186(c)(9). The purposes of this Fund include the following:

(1) To improve communication between representatives of labor and management;

(2) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;

(3) To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

(4) To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

(5) To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;

(6) To encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;

(7) To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational

safety and health, labor relations, and new methods of improved production;

(8) To engage in public education and other programs to expand the economic development of the electrical construction industry;

(9) To enhance the involvement of workers in making decisions that affect their working lives; and

(10) To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 12.02 The funds 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 12.03 Each Employer shall contribute one (1) cent 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 Santa Clara Valley Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 12.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars ($20.00), 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.

FOR THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, SANTA CLARA VALLEY CHAPTER

William T. Barrow
Chapter Manager

FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #332

Robert V. Tragni
Business Manager

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