

INSIDE AGREEMENT

by and between

The Monterey Bay California Chapter

of the

National Electrical Contractors Association (NECA)



and



International Brotherhood of Electrical Workers (IBEW)

Local Union No. 234

Effective June 1, 2024 – May 31, 2027

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INSIDE AGREEMENT

Agreement by and between the Monterey Bay California Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 234, IBEW.

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

As used hereinafter in this Agreement, the term "Chapter" shall mean the Monterey Bay California Chapter of NECA and the term "Union" shall mean Local Union No. 234, IBEW.

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

BASIC PRINCIPLES

The National Electrical Contractors Association and the International Brotherhood of Electrical Workers having common and sympathetic interest in the Electrical Industry and wishing to further the use of electricity in a manner safe to life and property while protecting the legitimate interests of both the public and the people engaged in the industry, realize that a system of maintaining harmonious relations and continuous peace between the Employer and the Employee is necessary, and in good faith agree to adjust any differences by rational and common sense methods.

The Employer and the Union recognize the desirability of providing continued employment in the Electrical Construction Industry and the necessity of having available at all times, a supply of competent Employees with experience and training in the various types of work covered by this Agreement.

In accordance with the Federal Government Executive Orders, the Fair Employment Practices Act of the State of California, and other applicable laws, the parties to this Agreement are obligated not to discriminate against Employees or applicants for employment because of race, religion, color, age, sex, creed, national origin or disability.

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto do agree as follows:

ARTICLE I STANDARD CIR EFFECTIVE DATE/ CHANGES/GRIEVANCES/DISPUTES

EFFECTIVE DATE:

Section 1.01. This Agreement shall take effect June 1, 2024 and shall remain in effect until May 31, 2027 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

CHANGES:

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

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

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

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

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

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

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

Section 1.04. There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

GRIEVANCES/DISPUTES:

Section 1.05. There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

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

Section 1.07. All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

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

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

Section 1.10. Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within 20 working days of its occurrence shall be deemed to no longer exist. No committee member shall sit on a case in which he is directly involved.

ARTICLE II EMPLOYER RIGHTS – UNION RIGHTS

Section 2.01. EMPLOYEES WITH C-10

(a) No Employee, employed by or available for employment by Employers covered by this Agreement, shall himself become a contractor for the performance of any electrical work. Any employee that possesses a C-10 license shall deactivate the license.

(b) Employee Definition: Anyone performing work that is covered by the Scope of this Agreement shall be considered as an Employee under this Agreement.

Section 2.02. FAVORED NATIONS

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

Section 2.03. UNION

The Employer recognizes the Union as the sole bargaining agent of the Employees covered under this Agreement.

Section 2.04. UNION SECURITY

All Employees covered by the terms of the Agreement shall be required to make application for membership, become and remain members of the Union as a condition of employment from and after the eighth (8) calendar day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.05. MANAGEMENT RIGHTS

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

Section 2.06. EMPLOYER QUALIFICATIONS

- (a) Certain qualifications, knowledge, experience and financial responsibilities are required of everyone desiring to be a signatory party to this Agreement. Therefore, an Employer, by signing this Agreement certified that it is a person, firm, partnership or corporation whose principal business is electrical contracting and who possesses the following qualifications and possesses documentary evidence substantiating the following:
- (1) Maintains a legal place of business, which means an established office and shop, displaying a sign stating the nature of the business, conducts the ordinary tasks of operating his business and maintains a telephone and complete payroll records.
 - (2) Agrees to comply with all fringe benefit trust provisions.
- (b) The Union shall refer job applicants at the request of the Employer to either shop or job.
- (c) The Employer shall make available, as required, sufficient job payroll data in order that prevailing wages may be properly certified under Davis-Bacon and similar acts.

Section 2.07. RESPONSIBLE MANAGING OFFICER & RESPONSIBLE MANAGING EMPLOYEE*

Any signatory party or firm that becomes RMO or RME to any other person, firm, or corporation that does not immediately upon demand, become signatory to this Agreement, shall upon written notice by the Union immediately withdraw as RMO or RME. Failure to withdraw shall be cause for cancellation of the individual Employer's Agreement.

*(As defined in Chapter 9, Article 5, of the Business & Professions Code, State of California Contractors License Law.)

Section 2.08. WORK PRESERVATION CLAUSE

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

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

Section 2.09. INSURANCE

For all Employees covered by this Agreement, the Employer shall carry Workman's Compensation (and other employee related) Insurance as required by law of the State of California. The Employer shall furnish, upon request by the Union, a certificate of insurance which contains a ten (10) day cancellation notice clause to the Union as proof.

Section 2.10. FRINGE BENEFIT REMEDY

(a) The failure of an individual Employer to comply with the provisions set forth covering contributions to the funds required by this Agreement shall also constitute a breach of the labor agreement. As a remedy for such violation, the Labor-Management Committee and/or the form of arbitration provided for in this Agreement, as the case may be, are empowered at the request of the Union to require an Employer to pay into the affected joint trust funds established under this Agreement, any delinquent contributions to such funds which have resulted from the violation.

(b) If, as a result of violations of this section, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (a) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountant's and attorneys' fees incurred by the Union and/or Fund Trustees, plus the cost of the litigation which have resulted from the bringing of such action.

(c) Individual Employers who fail to remit as provided shall be additionally subject to having this Agreement terminated after three (3) business days written notice being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid.

Section 2.11. SURETY BOND

Any contractor employing up to five (5) employees covered by this Agreement will have to post a seventy-five hundred dollar (\$7,500) bond or cash; any contractor employing from five (5) to ten (10) employees covered by this Agreement will have to post a ten thousand dollar (\$10,000) bond or cash; any contractor employing more than ten (10) employees covered by this Agreement will have to post a fifteen thousand dollar (\$15,000) bond or cash. Said bond shall be presented to the IBEW Union office within five (5) business days following the referral of the first employee and in a form acceptable to the parties to this Agreement, and guarantee payment of current, delinquent, and future wages and/or fringe benefits provided for in this Agreement. Certification of participation in the NECA West Payroll and Fringe Benefit Guarantee Trust Fund will satisfy this bond requirement.

Section 2.12. PICKET LINE

It shall not be considered a violation of this Agreement, nor shall any Employee be discharged by the Employer if he recognizes another Labor Union's primary picket line which is sanctioned by the local Central Labor Council, or the Building Trades Council. Should Employees leave the job where there is such sanctioned picket line, they 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 Employees for neglect in carrying out this provision, but only when a safe place is provided for such property by the Employer. The Union will provide verbal confirmation of the sanction to the

NECA Chapter within two (2) business days after an inquiry has been made regarding active pickets by any signatory party.

Section 2.13. LOANING OF EMPLOYEES

The Employer shall not loan, or cause to be loaned, any of his Employees to any other Employer.

Section 2.14. WORKING CONTRACTOR

One (1) Employer member of the firm shall be allowed to work with the tools, provided the Employer:

- (a) Applies to the Local Union for an application. The Union shall notify the Chapter of the one (1) Employer member of the firm who may work with the tools. Upon receipt of such notification, this working member cannot be changed without sixty (60) days prior written notice to the Union and the Chapter.
- (b) Any and all work, as defined under the scope of this Agreement performed outside of regular working hours shall not be performed by the designated working member of the firm, if an employee exists, except in the case of an emergency. (Danger to life, limb, or loss of property).
- (c) The Employer hereby agrees that he has an obligation to provide gainful employment for his Employees prior to the Employer performing any work.
- (d) Circumventing the intent of "Employer" shall not be permitted by the pretense of ownership by an immediate member of the family or by other means. He must be a journeyman of the trade or be included on the State License of the firm. He shall provide proof of ownership of at least twenty-five percent (25%) of the business to the satisfaction of the Union.
- (e) The working Employer shall not be permitted to work behind sanctioned lawful picket lines in order to perform work that comes under the scope of the Agreement.

Section 2.15. STEWARDS

- (a) The Union shall have the right to appoint a Steward at any shop or on any job where Employees are employed under the terms of this Agreement. Such Stewards shall see that this Agreement and working conditions are observed, and he shall be allowed sufficient time to perform these duties during regular working hours. The Steward shall be offered the opportunity to be included in the crew when overtime is worked, the same as other Employees.
- (b) The Steward shall be notified prior to starting all premium time work on the job(s) under his area of concern, including but not limited to overtime, hightime, etc. The daily makeup of each crew on any job with more than one (1) crew shall be made available to the Steward.
- (c) 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 provision of the Agreement.
- (d) The Union shall notify the Employer of the name of the Steward(s). The Employer shall not remove, transfer, or dismiss any Steward from a shop or job site where a Steward has been appointed, except for just cause, unless mutually agreed upon with the Business Manager. JOB SITE means any location where work is being performed under the terms and conditions of this Agreement.
- (e) Employers shall cooperate with the Steward in adjusting grievances and jurisdictional disputes, and in seeing that all overtime is equally distributed among the men on the job or in the shop insofar as is practical.

- (f) The Steward shall be notified of all new hires, and all terminations as set forth below:
 - (1) Shop Steward - On the same day when a man quits, is laid off, or is discharged.
 - (2) Job Steward - Prior to the issuance of the termination check.
- (g) The appointment of a second (2nd) Steward may be made on any job after thirty (30) men are working on the job.

Section 2.16. UNION ACCESS

- (a) Time cards indicating the amount of time per job and the date worked shall be maintained by the Employer and shall be made available to the Business Manager or the Union for the purpose of checking the amount of time worked by Employees.
- (b) The Business Manager or his assistant, shall have the right to visit the Employer's place of business during normal business hours to inspect the books of the Employer as they deal with the time records and methods of pay and expenses applying to Employees covered by this Agreement.
- (c) The Business Manager of the Union or his assistant shall be allowed reasonable access to any shop or job where Employees are employed under the terms of this Agreement.

Section 2.17. SUBCONTRACTING AND PIECE WORK

- (a) No Employer shall directly or indirectly, or by any subterfuge, sublet, or contract with any Employee, all or any part of the labor services required by any contract of such Employer.
- (b) There shall be no piece-work, and no Employer, Employees or other 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 Employee to perform any labor or provide any services required of an Employer except as provided herein. No Employer shall sublet, borrow, or contract with any Employee for the use of any tools, equipment, or vehicle.

Section 2.18. ANNULMENT/SUBCONTRACTING

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

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

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

Section 2.19. UNION LABEL

The Employer agrees that he will not require any Employee to work on any products, equipment or materials which do not bear a union label or are manufactured under substandard wages and/or conditions. Any such requirement shall be considered a grievance as hereinbefore provided for.

Section 2.20. WAGE OR PRICE FREEZE

All or any part of any negotiated wage increase agreed to by the parties that is prohibited or deferred by a Governmental wage or price freeze, shall become effective immediately following the day the wage or price freeze is lifted.

Section 2.21. EFFECTIVE RATE CHANGE

The parties hereby agree that due to difficulties encountered in the reporting process, all changes in the reporting shall become effective on the first (1st) day of the pay week of the month that the change becomes effective.

Section 2.22. DISTRIBUTION OF WAGES ON FRINGE BENEFITS

It is mutually agreed that any portion of the agreed wage rate change may be added to any of the fringe benefits that exist as stipulated by the membership of I.B.E.W. Local Union No. 234.

Section 2.23. NON-RESIDENT EMPLOYEES: (Portability)

An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.24. FOREMAN CALL-OUT

The Employer shall have the right to call Foremen by name provided:

- (1) 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. If no Foremen are on the highest priority list, (Book One), Foremen shall be referred from Book Two.
- (2) When an Employee is called as a Foreman, he must remain as a Foreman for 1,000 hours or the duration of the job, whichever is longer. This provision is for those dispatched after June 1, 2021.
- (3) Requested individuals shall possess a valid CPR certificate.
- (4) Requested individuals shall have passed a recognized Industry Foremanship class after January 1, 1995 or shall be able to document a minimum of one (1) year's experience working as a Foreman in the Electrical Contracting Industry.

Requested individuals, Employees and/or Employers who falsify information or violate any eligibility requirement may be considered ineligible and no longer be able to participate in this program.

Section 2.25 JOURNEYMAN RECALL

An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that:

- (1) The former employee is in the highest level Group on the referral list containing applicants available for work, regardless of the individual's position on the list; or,
- (2) The recall is made within 30 days from the time of layoff;
- (3) The former employee has not quit his most recent employer under this agreement within the two weeks prior to the recall request;
- (4) As a former employee was employed 30 days or more prior to layoff;
- (5) And the former employee is not an apprentice.

ARTICLE III HOURS/WAGES/WORKING CONDITIONS

Section 3.01. WORK DAY AND WORKWEEK

- (a) Eight (8) hours shall constitute a day's work from 8:00 a.m. to 12:00 noon, and from 12:30 p.m. to 4:30 p.m. on Monday through Friday. A paid rest break shall be provided to all employees approximately midway through the morning and afternoon work periods. The rest periods shall be no more than ten (10) minutes in length and are to be taken in designated break areas as dictated by the owner. Additional rest periods shall be furnished if work continues outside of the normal workday.
- (b) The first two (2) hours of overtime that is worked contiguous or in conjunction with the scheduled work day, either before or after, and up to eight (8) hours on Saturday between 8:00 a.m. and 4:30 p.m. may be worked at the time and one-half (1 ½) rate of pay.
- (c) Time worked outside of (a) and (b) above and on Sundays and Holidays as set forth in 3.10 shall be paid at double (2x) rate of pay.
- (d) An Employee reporting to the shop at the end of the regular workday shall be at the shop by 4:30 p.m. or the applicable overtime rate shall apply.
- (e) Employees shall be required to report to an assigned area designated by the Employer. All Employees that are part of an assigned crew shall report to the same assignment area which shall be a job shack or a company owned gang box. This location shall not be more that 1,000' from the parking area. If the parking area is further than 1000 feet from the assignment area, the employee will walk in on his/her time and will walk out on the employer's time. The applicable rate of pay shall apply.

- (f) When directed by the owner or General Contractor, an adjusted workday of 8 ½ continuous hours (unpaid lunch) may be performed Monday through Friday, excluding Saturdays, Sundays, and Holidays.

The adjusted workday shall be eight (8) hours of work between the hours of 4:30 p.m. and 8:00 a.m. Workmen shall be paid for a minimum of eight (8) hours for the shift regardless of hours worked (unless time off is requested by the Employee). The thirty-minute lunch period is to be taken at the end of four (4) hours of work. The starting time of the adjusted workday may be adjusted with the approval of the Union.

The workmen on this shift shall receive the regular hourly rate plus 25% of the basic Journeyman Wireman rate for each hour paid.

Overtime before or after the shift shall be paid at the double (2x) time rate.

- (g) The employer, by mutual consent of the Union, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and, if utilized, a minimum of eight (8) hours must be scheduled. After ten (10) hours in a workday, overtime shall be paid at a rate of double (2x) time the regular rate of pay. The first eight (8) hours worked, after forty (40) hours of work at the regular rate of pay, shall be paid at a rate of one and one-half (1 ½) times the regular rate of pay. Any subsequent hours worked shall be paid at a rate of double (2x) time the regular rate of pay. Employees will not be penalized or otherwise discriminated against for refusing to work the make-up day.

Section 3.02. MEAL PERIOD

- (a) When overtime is worked in conjunction with the normal working hours, as set forth in 3.01, the Employee shall receive a one-half (1/2) hour meal period with pay, at the appropriate rate, after the first two (2) hours of cumulative overtime if work is to continue. Thereafter, a paid meal period of one-half (1/2) hour shall be provided every four (4) hours if work is to continue.
- (b) When overtime is worked that is outside of, and not in conjunction with the normal working hours as set forth in 3.01, a meal period of thirty (30) minutes shall occur every four (4) hours if work is to continue. The first designated meal period shall be on the employees' time provided the Employee was given at least two (2) hours prior notice to report for work. Subsequent meal periods shall be paid at the appropriate rate.
- (c) When meals are not readily available, the Employer shall allow one member of the crew time to obtain meals for the Employees 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 expenses.

Clarification: Insofar as 3.02(a), (b) and (c) are concerned, time worked on a Saturday, Sunday, or a Holiday shall be the same as time worked on a normal workday.

Definition: "conjunction with" is an unbroken continuation either before or after the normal working hours.

Section 3.03. OVERTIME REPORTING

No overtime work shall be performed without prior notification to the Business Manager or Steward by the Employer or Employee. The Employer or Employee shall notify the Business Manager or Steward prior to starting all overtime work naming men and job. At the completion of the overtime, the Business Manager or his office shall be notified that overtime is completed and state the length of the overtime (831) 633-2311.

Section 3.04. WAGES

(a) Trade Classifications shall be: Journeyman Wireman, Journeyman Technician and Cable Splicer and shall be paid in accordance with the following wage pages.

Employees required by the Employer to remain away from home overnight shall receive one-hundred fifty dollars (\$150.00) per day, per diem.

(b) Zone Differential

(1) When Employees are directed by the Employer to report to the Employer's shop, the Employer shall furnish transportation and pay for traveling time from shop to job, job to job, and job to shop.

(2) Zone A: Employees may be required to report directly to any job within Zone A, the free zone, on their own time and in their own transportation, at no cost to the Employer, at the regular starting time and shall work eight (8) hours on the job. Any Employer may also request the Union to dispatch applicants for employment under the referral procedure directly to any job within the free zone (Zone A), on their own and in their own transportation at no cost to the Employer.

(3) Zone B: Employees may be required to report directly to any job outside the free reporting zone listed above at the regular starting time, on their own time or in their own transportation, and shall work eight (8) hours on the job. Employees shall be required to report directly in their own transportation to only one (1) job per day. Employees reporting to such jobs shall be paid the following zone differential in addition to their normal wage rate.

(a) Zone B Differential – 10% of the Basic Journeyman Rate for jobs located outside of Zone A.

DEFINITIONS OF ZONE A AND B:

Zone A: All of Santa Cruz County, Monterey, and San Benito Counties within twenty-five (25) air-miles of Highway 1 and Dolan Road in Moss Landing, and an area extending five (5) miles east and west of Highway 101 South to the San Luis Obispo County Line.

Zone B: Any area outside of Zone A described above.

(4) Employers who do not have an established shop within the area covered by this Agreement shall abide by the same travel requirement as other Employers performing work under this Agreement.

(5) Time spent traveling in an Employer furnished vehicle prior to 8:00 a.m. and after 4:30 p.m. shall not be an expense to the Employer, provided the traveling is from the Employee's home to the job and from the job to the Employee's home.

(6) The Employer shall provide transportation for all shop tools and materials.

Reference Article 3.04 (b) Zone Differential Hourly Rate: Zone B

Journeyman	\$71.68
Foreman	\$81.45
General Foreman	\$91.23
Cable Splicing	\$81.45
Jry. Technician	\$71.68
Jry. Welding	\$78.20

Reference Article 3.04 (a) - \$150.00 per day, per diem

NOTE: Health & Welfare, Education & Training, LMCC and Pension are paid on hours PAID, not hours worked. (Must reflect the overtime hours)

MONTEREY-SAN BENITO-SANTA CRUZ COUNTIES
IBEW LOCAL 234 INSIDE AGREEMENT

CLASSIFICATIONS/WAGES:

Section 3.04 (a). The minimum hourly rate of wages shall be as follows:

Classification	Hrly Rate	H&W	Pension Fund	Ed. & Training	LMCC	NEBF 3%	AMF 1.25%	Total Hourly
Journeyman	\$65.16	\$12.95	\$13.70	\$0.95	\$0.20	\$1.95	\$0.81	\$95.72
Foreman (12.5% above JW)	\$74.93	\$12.95	\$13.70	\$0.95	\$0.20	\$2.25	\$0.94	\$105.92
General Foreman (25% above JW)	\$84.71	\$12.95	\$13.70	\$0.95	\$0.20	\$2.54	\$1.06	\$116.11
Cable Splicing	\$73.31	\$12.95	\$13.70	\$0.95	\$0.20	\$2.20	\$0.92	\$104.23
Journeyman Technician	\$65.16	\$12.95	\$13.70	\$0.95	\$0.20	\$1.95	\$0.81	\$95.72
Journeyman while Welding	\$71.69	\$12.95	\$13.70	\$0.95	\$0.20	\$2.25	\$0.90	\$102.53

APPRENTICE WIREMAN - TEN (10) PERIODS

1ST PERIOD	45% OF JOURNEYMAN WIREMAN RATE
2ND PERIOD	47% OF JOURNEYMAN WIREMAN RATE
3RD PERIOD	55% OF JOURNEYMAN WIREMAN RATE
4TH PERIOD	60% OF JOURNEYMAN WIREMAN RATE
5TH PERIOD	65% OF JOURNEYMAN WIREMAN RATE
6TH PERIOD	70% OF JOURNEYMAN WIREMAN RATE
7TH PERIOD	75% OF JOURNEYMAN WIREMAN RATE
8TH PERIOD	80% OF JOURNEYMAN WIREMAN RATE
9TH PERIOD	85% OF JOURNEYMAN WIREMAN RATE
10TH PERIOD	90% OF JOURNEYMAN WIREMAN RATE

	Hrly Rate	H&W	Pension Fund	Ed. & Training	LMCC	NEBF 3%	AMF 1.25%	Total Hourly
Apprentice								
1ST PERIOD @ 45%	\$29.32	\$12.95	\$0.00	\$0.95	\$0.20	\$0.88	\$0.37	\$44.67
2ND PERIOD @ 47%	\$30.63	\$12.95	\$0.00	\$0.95	\$0.20	\$0.92	\$0.38	\$46.03
3RD PERIOD @ 55%	\$35.84	\$12.95	\$1.88	\$0.95	\$0.20	\$1.08	\$0.45	\$53.35
4TH PERIOD @ 60%	\$39.10	\$12.95	\$2.71	\$0.95	\$0.20	\$1.17	\$0.49	\$57.57
5TH PERIOD @ 65%	\$42.35	\$12.95	\$4.45	\$0.95	\$0.20	\$1.27	\$0.53	\$62.70
6TH PERIOD @ 70%	\$45.61	\$12.95	\$6.71	\$0.95	\$0.20	\$1.37	\$0.57	\$68.36
7TH PERIOD @ 75%	\$48.87	\$12.95	\$7.71	\$0.95	\$0.20	\$1.47	\$0.61	\$72.76
8TH PERIOD @ 80%	\$52.13	\$12.95	\$8.77	\$0.95	\$0.20	\$1.56	\$0.65	\$77.21
9TH PERIOD @ 85%	\$55.39	\$12.95	\$10.48	\$0.95	\$0.20	\$1.66	\$0.69	\$82.32
10TH PERIOD @ 90%	\$58.64	\$12.95	\$13.33	\$0.95	\$0.20	\$1.76	\$0.73	\$87.56

Scheduled Increases:

\$4.65 effective December 23, 2024 to be allocated by the Union

\$4.65 effective December 29, 2025 to be allocated by the Union

\$4.70 effective December 28, 2026 to be allocated by the Union

Foreman (15% above JW) General Foreman (30% above JW) Effective December 27, 2021.

401(K) levels of participation: Zero (no participation); \$2.00 per hour; \$5.00 per hour; and \$8.00 per hour. This shall go into effect on December 27, 2021. Selection can be made at dispatch and one time per year on the beginning of the January payroll period (currently the last Monday of December each year).

Section 3.05. STARTING TIME ADJUSTMENT

(a) The shop or job work day may be adjusted by two (2) hours from 3.01(a) with the half-hour (1/2) lunch break occurring four (4) hours from the start of the work day, after 24 hours advanced written notice has been submitted to the Union.

(b) When the starting time is adjusted, other affected areas of the Agreement shall also be adjusted in keeping with the intent of the original contract language.

Section 3.06. PAYDAY – TERMINATION SLIPS

(a) Wages shall be paid weekly, the workweek shall end at 12:00 midnight on Sunday, and wages shall be paid before 4:30 p.m. on Wednesday. If a holiday is observed on Monday payday will be allowed on Thursday. Not more than three (3) days wages shall be withheld at any time. Should payday fall on a day that the Employees do not work, wages shall be paid before 4:30pm on the following workday. The payroll check stub, or accompanying statement, shall contain the complete payroll date – month, day, year, including company name and home office city, all deductions itemized and gross and net wages.

When an Employee's paycheck is incorrect and upon notification, the Employer has five (5) business days to correct the error in full. In the event it is not paid within five (5) business days waiting time shall start. If the employee fails to provide a correct timecard, the employer will process the pay to the best of their ability and correction is required by the employee as quickly as possible.

(b) **LAYOFF** Any employee laid off or discharged by the Employer shall be paid his wages immediately and shall receive a termination slip.

(c) (1) If an Employee provides notice, three-business day's prior of his intention to quit; the Employee is entitled to his wages at the time of quitting.

(2) In the event an Employee quits without prior notification, the Employer shall pay all wages due within three business days or the next payday whichever occurs first. The check shall be mailed to the address provided by the Employee unless other arrangements are agreed upon with the Employee, and an authorized office Employee; however, the intent of this section shall not be abrogated or ignored.(d) If the terms of section 3.06 (a), (b), or (c) are not complied with, waiting time at the regular rate of pay shall be charged until payment is made; however waiting time shall not exceed eight (8) hours in any one twenty-four (24) hour period. Instead of payment for waiting time a penalty of \$50 per day shall be assessed if the Employee has returned to work or is drawing unemployment.

(e) The discharged Employee(s) shall check in all Employer's tools and materials and shall be allowed one-half (1/2) hour to pick up his own tools on Employer's time, and then shall leave the job site immediately.

Section 3.07. DUES CHECK OFF

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

Section 3.08. GENERAL PROVISIONS

(a) LUNCH PERIODS WORKED Employees required to work during any regular lunch period shall receive the appropriate overtime rate for that period and then be granted a thirty (30) minute lunch period as soon as practical thereafter.

Exception to the above shall be as follows:

Two (2) Employees, one (1) of which may be an Apprentice, may have their meal period scheduled up to one-half (1/2) hour early in order to cover work to be performed during the regular scheduled meal period.

(b) UNSCHEDULED WORK Employees called to report for unscheduled work four (4) or more hours before the normal start time, shall be paid at the double time rate for all work performed on that call, on that day. A minimum of two hours at the double time rate shall be paid.

(c) Employees required to continue working beyond the regular workday, past 12:30 a.m. shall have at least an eight (8) hour break before returning to work.

(d) INJURIES – JOB RELATED When an Employee is injured on the job and is required to leave the job to receive medical aid, his wages shall continue at the rate paid at the time of injury and he shall remain in the course and scope of employment until he returns to the job, is lodged in a hospital or is released to go home.

(e) EMPLOYEES FIFTY (50) YEARS OLD OR OLDER On all jobs requiring five (5) or more Journeymen, at least every fifth (5th) Journeyman, if available, shall be fifty (50) years of age or older.

(f) PAID TIME OFF EXEMPTION Effective December 27, 2021, no compensation for sick leave, personal time off, vacation and/or holidays shall be required except stipulated in this agreement. This includes waiver of California Labor Code Sections 245-249.

Section 3.09. SCOPE

Employees employed under the terms of this Agreement shall do all the construction, installation, cutting, fitting, binding and erection of electrical electronic work and all electrical electronic maintenance thereon, meggering, hy-potting, calibrating, and setting of all meters, control devices, overloads, electronic devices, electronic systems, communication systems and all related control wiring, including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation and maintenance of electrical lighting, heat, and power equipment, photovoltaic systems, and batteries for Energy Storage. Welding, burning, brazing, bending, drilling, and shaping for fabricating of materials used in connection with the installation and erection of electrical wiring and equipment shall be performed by Employees employed under the terms of this Agreement. All conduit, tubing and equipment shall be cut and fitted by Employees employed under the terms of this Agreement. It shall be understood and agreed that the scope of work covered by this Agreement shall cover all of the electrical and other related work included in the specification of each and every job.

Electrical work as covered by this agreement shall include the handling of all related materials and equipment from the first point of delivery at the job site through the final installation.

When a contractor has knowledge that a portion of the electrical work covered under this Agreement is not included under his work to be performed, the contractor shall notify the Union.

Section 3.10. HOLIDAYS

(a) All work performed on Sundays, and the following Holidays, days celebrated as such, or Building Trades Holidays shall be paid at double the straight rate of pay.

New Year's Day, January 1;

Martin Luther King, Jr.'s Birthday, observed third Monday in January;

President's Day, the third Monday in February;

Memorial Day, the last Monday in May;

Fourth of July;

Labor Day, the first Monday in September;

Veteran's Day, November 11;

Thanksgiving Day, the fourth Thursday in November;

The day after Thanksgiving Day;

Christmas Eve, December 24;

Christmas Day, December 25;

New Year's Eve, December 31.

Any of the above designated holidays occurring on Sunday shall be observed on the following Monday. Any of the above-designated Holidays occurring on Saturday shall be observed the previous Friday. No two (2) Holidays shall be observed on the same day. In such occurrences the Holiday will be observed on a day selected by mutual agreement. Double-time shall be paid for work performed on a Saturday that immediately follows a designated Holiday that is observed on a Friday.

(b) Two (2) additional days each year shall be selected by mutual agreement as designated "Off Days". Designated Off Days shall be paid at time and one-half the straight time rate. Selection of Off Days will be coordinated with other Holidays to make four-day weekends or align with Holidays with other Building Trades.

- (c) **WORK PERFORMED ON FLOATING HOLIDAYS**. For Service and Maintenance Work (as defined below) Employers shall be allowed to have Employee(s) work on the "Designated OFF DAY" at the straight time rate of pay during the regular work hours provided the Employee does not work the following regular work day, otherwise the Employee shall be paid at time and one-half the straight time rate. The Employer shall notify the Union office in advance by leaving a message on the recorder or fax machine at the Union office.

Service and Maintenance Work shall be defined as trouble or service calls that are received to perform work that is necessary to maintain the operation of an existing electrical system.

Section 3.11. LABOR DAY

No work shall be performed on Labor Day except in case of emergency and then only after notice is given to the Business Manager of the Union or the Union Office prior to the work being performed.

Section 3.12. SHOW UP PAY

- (a) **LAI D OFF** Any Employee reporting for work and being laid off, or any Employee not having been notified the day prior to a layoff, shall receive not less than four (4) hours wages.
- (b) **BAD WEATHER** When Employees are directed to report to the shop or job and do not start work due to weather conditions or other causes beyond their control, they shall receive two (2) hours show-up time unless notified between a minimum of one hour prior to the start of the day to be worked. If an Employee is not available for notification (has not provided a telephone number where he can be reached, or cannot be reached at the number), the Employer shall notify the Union office; such call shall constitute notification. When Employees report to the shop or job and start work, but due to inclement weather conditions or other causes beyond their control are required to cease working, they shall receive at a minimum two (2) hours of pay and benefits.

In lieu of the notification referred to above, the Employer may provide a toll-free message number, staffed by a live, identifiable person, for Employees to call and receive instructions at least two (2) hours before they are required to report for work.

Section 3.13. PREVAILING RATE WORK

- (a) Labor agrees to provide protection for all prevailing wage jobs (both federal and state) bid after the date of adoption, by agreeing to perform the work at the rate established in this Agreement in effect at the time the job was bid, and to continue to cover the work at that rate until the job is completed or for a maximum of two (2) years, whichever comes first.

Management assumes the responsibility to monitor the wage rates being advertised on prevailing rate jobs they bid and to work with Labor to assure that these advertised rates are correct.

- (b) **Protection of Prevailing Wage jobs when the prevailing wage goes down**. If during the term of this Agreement, the Davis-Bacon prevailing wage rate is lowered as the result of a wage survey causing the lowering of such prevailing wage rate, subject to the requirements set forth below, all signatory contractors shall be permitted to bid future federal public works projects, not already awarded or bid, at the lower prevailing wage rate. If during the term of this Agreement, the state prevailing wage rate is lowered as the result of a wage survey causing the lowering of such prevailing wage rate, subject to the requirements set forth below, all signatory contractors shall be permitted to

bid future state public works projects, not already awarded or bid, at the lower wage rate. Before a contractor is permitted to pay less than the contractual wage rate as the result of a wage survey lowering the prevailing wage rate as described above, the contractor must:

- (1) Give written notice to IBEW Local 234, and the Monterey Bay California Chapter, NECA, of said contractor's intent to bid a public works project and pay a prevailing wage rate which is less than the contractual wage rate, at least ten (10) working days prior to submitting any such bid; and
- (2) Received written verification from the parties to the Agreement that the lesser rate is the prevailing rate of pay for that project.

Section 3.14. HIGHTIME

- (a) All Employees working on temporary staging, ladders, apparatus, devices and other structures that are not protected by a "permanent" guard rail or if you have no permanent guard rail and are within five feet (5') of a direct fall of forty (40) to eighty (80) feet or on wood poles at a distance from fifty-five (55) to seventy-five (75) feet, shall be paid at one and one-half (1 ½) times the straight time rate of pay for all such work performed during regular working hours. On work in excess of eighty (80) feet, as defined above, they shall be paid at double (2x) the straight time rate of pay for all such work performed during regular working hours.
- (b) When the above described work is performed outside the regular working hours at forty (40) and eighty (80) feet, the rate shall be two and one-half (2 ½) times the straight time rate of pay. When overtime work is performed in excess of eighty (80) feet, the rate of pay shall be three (3) times the straight time rate of pay.

An assignment of fifteen (15) minutes of work referred to in this section shall entitle the Employee to one (1) hour of premium pay.

Section 3.15. HAZARD PAY

- (a) Where Employees are required to work under compressed air in excess of five (5) pounds above normal atmospheric pressure, or in areas where injurious gasses, dust, obnoxious fumes or spray painting are present in amounts necessitating the use of gas masks or respirators as required by OSHA or MSHA standards, they shall be paid an additional hazard bonus of one-half (1/2) the straight time rate of pay.
- (b) When Employees are required to work where other than climatic temperatures exceed one hundred and thirty (130) degrees F., maximum, or twenty (20) degrees minimum, they shall be paid an additional hazard bonus of one-half (1/2) times the straight time rate of pay.

An assignment of two (2) hours or more of work referred to in this Section shall entitle the Employees to the applicable premium rate for that half day.

Section 3.16. SHIFT WORK

When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 1/2) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

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

Section 3.17. FOREMAN

(a) All foremen and general foremen shall have the trade classification and qualification of journeyman wireman.

(b) No foreman shall give orders to or take orders from another foreman. On all jobs requiring foremen, a foreman shall only give orders to Employees under his direct supervision. Likewise, Employees shall take orders from their appointed foreman only.

No foreman of one job shall, at the same time, perform or supervise work on another job. The only exception to the above is in case of an emergency.

(c) Any job on which four (4) or more Employees under this Agreement are employed, shall require a foreman. A foreman shall not supervise over ten (10) Employees. Another foreman shall be named as soon as additional Employees are employed.

(d) On any job requiring four (4) or more Employees, employed under this Agreement for more than fifteen (15) days continuously or accumulatively, the foreman's rate of pay shall continue until the completion of the job, regardless of whether four (4) Employees remain for the duration of the job.

(e) A Job General Foreman shall not supervise more than six (6) foremen. Whenever a job has two (2) or more foremen, a Job General Foreman shall be assigned to that job only. A Job General Foreman shall not give orders to anyone other than the foremen under his direct supervision. Another General Foreman shall be named as soon as additional foremen are appointed. A Job General Foreman shall not work with the tools except in case of extreme emergency.

(f) An Area General Foreman may be assigned to any combination of jobs provided that none of the jobs require a second foreman and the total number of Employees under supervision does not exceed forty (40). An Area General Foreman shall not give orders to anyone other than the foremen under his direct supervision, unless he has also been assigned to a job that does not require a foreman (see Article 3.17 (c)). In this case, the Area General Foreman may give orders to any Employee

under his direct supervision. An Area General Foreman shall not work with the tools except in case of extreme emergency.

This section is not intended, nor shall it be used to circumvent any other sections of Article 3.17 as they pertain to Foreman or General Foreman ratios on any individual job site.

Section 3.18. TOOLS – EMPLOYEE PROVIDED

Journeyman shall be required to furnish the following kit of hand tools for the performance of their work.

TOOL BOX	20" x 8 ½ " x 9 minimum
PLIERS	Sidecutters 8" or 9" Klein type, long nose, diagonal Cutters (2 allowed), pump (channel lock) (2 allowed)
WIRE STRIPPERS	
PIPE WRENCH (1)	Not over 14", small chain tongs accepted
CRESCENT WRENCHES (2)	2 allowed 6" and 12" (one of each)
ALLEN WRENCHES	Small set not over ¼"
TAP WRENCH	Up to ¼"
3/8" SOCKET SET	Up to ¾" or set of Spin Tite
CHISEL (1)	Wood ¾"
CENTER PUNCH	
COMBINATION SQUARE (1)	12" maximum
LEVEL (1)	12" maximum
CHALK LINE BOX (Optional)	
KNIFE (1)	
RULES (1)	30 ft. tape
SCREWDRIVERS (7)	Stubby (2) 1 Blade and 1 Phillips Phillips (2) 6" and 8" Blade (3) 6", 8" and 12"
KEYHOLE or SHEET ROCK SAW	Handle (only)
HAMMER (1)	Claw
TESTER (1)	Category II or III, 600-1000v
TOOL POUCH (Optional)	
FLASHLIGHT (1)	One-piece
CODE BOOK	National Electrical Code
PENCIL	
CONTINUITY TESTER (Optional)	
NON-CONTACT VOLTAGE TESTER	

Apprentices, during the first year of indenture, shall supply at least the following tools:

TOOL BOX	20" x 8 1/2" x 9 minimum
PLIERS	Sidecutters 8" or 9" Klein type, long nose, diagonal Cutters (2 allowed), pump (channel lock) (2 allowed)
WIRE STRIPPERS	
PIPE WRENCH (1)	Not over 14", small chain tongs accepted
CENTER PUNCH (1)	
LEVEL (1)	12" maximum
KNIFE (1)	
RULES (1)	30 ft. tape
SCREWDRIVERS (7)	Stubby (2) 1 Blade and 1 Phillips Phillips (2) 6" and 8" Blade (3) 6", 8" and 12"
HAMMER (1)	Claw
PENCIL	

Apprentices, during the last year of their indenture, shall be required to carry a journeyman's kit of hand tools.

Section 3.19. TOOLS – EMPLOYER PROVIDED

(a) The Employer shall furnish all other necessary tools and equipment to do the job. Journeymen shall be responsible for storage of Employer's tools if storage space is provided. The Employer shall be financially responsible in an amount not to exceed one thousand sixty dollars and 72 cents (\$1,060.72) for the loss of an employee's tools and/or toolbox by fire or theft where substantial evidence of loss is established, providing that at the time of loss said tools were locked in the "suitable safe place or locked box" as provided by the Employer. When the Employer does not provide a locked safe building, room, tool shed or a job box for the safe storage of the employee's tools, and when the tools are in the care, control and custody of the Employer or his representative, the Employer shall be responsible for the complete replacement of the employee's tools to the extent as covered above. The above replacement value of tools shall be established per item at the beginning of the term of each Agreement. Written notice for reimbursement must be submitted to the Employer within five (5) days from the date of knowledge by the employee of such loss. The Employer shall effect such reimbursement within four (4) working days of submittal of such claim of tools lost by fire or theft. The contractor shall pay a penalty of \$20.00 per day for each day of non-reimbursement after the 4th working day after notice. Employee will sign receipt for tool reimbursement.

(b) EMPLOYEE RESPONSIBILITY FOR EMPLOYER'S TOOLS

Employees under this Agreement shall not use the Employer's property such as tools, for other than the Employer's business, except as may be herein provided. If any Employee loses or through negligence, damages or destroys the Employer's tools, the Employee shall repair, replace or compensate the Employer for such loss or actual damage sustained. Any disputes arising out of this section shall be resolved by the Labor-Management Committee.

(c) HARD HATS

The Employer shall provide and maintain all hard hats. Upon receiving a hard hat the Employee assumes the responsibility of seeing that he does not lose or intentionally render the hat unusable. Sweatbands will be replaced twice a year or upon presenting proof of a broken band. A hard hat that is broken or damaged will be replaced if turned in.

Section 3.20. WORKMANSHIP

- (a) Employees shall install all electrical work in a safe and workmanlike manner in accordance with applicable code and contract specifications.
- (b) A Journeyman shall be required to make corrections (labor only) on improper workmanship for which he is responsible on his own time and during regular working hours unless errors were made by the order of the Employer, or the Employer's representative. Employer shall notify the Union and the Chapter of the Journeyman who fails to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision for its members only. Corrections to be made only after a fair investigation by the Employer and the Business Manager of the Union or his Representative. Every effort will be made to address this within two (2) business days of a written notice.

Section 3.21. WELDING

- (a) An Employee who is required to weld shall receive a bonus of 10% of the Journeyman base rate per hour, for the number of hours worked.
- (b) Where Certified Welders are required, they shall receive a bonus of 15% of the Journeyman base rate per hour, for the number of hours worked.
- (c) The time and expense of Certified Electrical Welders having to take additional certification test if required by the Employer, shall be paid for by the Employer.

Section 3.22. CABLE SPLICING

All work of joining, splicing, and insulating and placing of the flame-proof covering, where wiped lead joints are necessary, and on all splices over 2300 volts between any two (2) conductors on synthetic cable, shall be performed by cable splicers. Only Journeymen shall be used in assisting cable splicers. When a Journeyman is used to assist the cable splicer and provided the assistant is not required to perform work of a technical nature, the assistant may be paid at the Journeyman rate. Cable splicers shall not be required to work on wires or cable when the difference in potential is over three hundred (300) volts between any two (2) conductors or between any conductor and ground, unless assisted by another Journeyman. In no case, shall cable splicers be required to work on energized cables carrying in excess of four hundred and forty (440) volts.

Section 3.23. PAID PARKING

Where free parking is not available at the job or project, the Employer shall reimburse the Employees for their parking costs. The employer may elect to furnish transportation from a central location.

Where the employer provides transportation, the employee will ride in on his/her time and will ride out on the employer's time. The applicable rate of pay shall apply.

Section 3.24. TRANSPORTATION

Adequate and safe transportation furnished by an Employer for transportation of Employees within the jurisdiction of Local 234 shall be by nationally or internationally manufactured vehicles with no additional seating arrangement other than the manufacturer's passenger seating rating. Converted trucks **are** not acceptable.

Section 3.25. TRUCK SIGNS

All trucks or vehicles used to transport Employees or materials or used in connection with the operation of any firm, other than those operated by management, shall have permanent* signs or decals with letters at least three inches (3") high, stating the firm's name, affixed to the exterior surface of the right and left sides in contrasting color and in English. The vehicle state registration slip shall conform to the requirements of the State of California. Temporary signs shall be used on vehicles not owned by the Employer for up to twenty (20) consecutive working or thirty (30) calendar days.

*Permanent – Meaning difficult to remove. Magnetic stick-on signs are not permitted.

Section 3.26. SAFETY

- (a) The Employer agrees to abide by all applicable local, State and Federal health, safety and sanitary regulations. In the event that there are conditions, which are detrimental to the Employee's health or safety, the Employee shall not be required to work under such conditions.
- (b) It is the Employer's exclusive responsibility to ensure the safety of its Employees and their compliance with these safety rules and standards.
- (c) On all energized circuits carrying four hundred and forty (440) volts or over, as a safety measure, two (2) or more properly trained individuals must work together, one (1) standing by, both wearing proper PPE.
- (d) Adequate safety protective devices shall be supplied to Employees by the Employer on all hazardous and wet work, which shall comply with the applicable law and regulations and the rules of the Union. Such safety devices include safety glasses, hearing protection, and hand protection (gloves). Rain gear will be provided when wet work is to begin. They shall also observe instructions of the Employer in the matter of safety, provided such instructions are not in conflict with the applicable law and regulations and recognized practices of the trade.
- (e) The Union and Employers recognize the importance of safety in accordance with good industry practice and agree to jointly sponsor CPR and first aid classes for all workmen and supervision. Workmen and supervision are required to attend these classes and shall, after attending such classes, keep a current first-aid and CPR certificate.

Section 3.27. OFF SHORE DRILLING

- (a) An additional eighteen percent (18%) per hour shall be paid to all Employees for work on all off-shore installations away from the mainland when the Employees are required to remain away from home overnight, plus room and board. The contractor shall also furnish towels soap and linens daily. Clean sterilized blankets shall be furnished at the beginning of each job and every thirty (30) days thereafter. All Employees will be furnished with a locker and at least one hundred (100) square feet of living quarters which shall comply with applicable law and regulations. Only Employees working under the terms of this Agreement shall be housed together. When working under the terms of this Agreement, Employees shall eat their meals in the facilities provided them by a civilian catering service when available.
- (b) When Employees are required to remain away from home overnight they shall receive no less than eight (8) hours pay per day.
- (c) The point of embarkation for all off-shore facilities shall be considered job site for the purpose of establishing working hours and/or daily travel expense. The Employer shall be responsible for belongings left at the point of embarkation.

Section 3.28. TUNNEL, TUBE, CAISSON AND BORE WORK

- (a) Work Day, Work Week, Wages and Working Conditions shall be the same as Those set forth in the Inside Agreement with the following exceptions:
- (1) The week shall be a forty (40) hour week, Monday through Friday.
 - (2) Change of work hours shall be a provision of this section.
 - (3) The workday including Shift Work shall start and end at the change house, provided it is located adjacent to a suitable parking lot, otherwise from such a parking lot.
- (b) Wages
- (1) The minimum hourly rates of pay in any tunnel or shaft shall be 2% over and above the basic wage rate set forth in the regular Wage Section.
 - (2) The minimum hourly rate of pay for anyone assigned to work at the Heading shall be 15% over and above the basic wage rate set forth in the regular Wage Section.
 - (3) In the context of tunnels, the head isn't a physical part of the structure itself, but rather refers to the **leading excavation face**. This is the area where the tunnel boring machine (TBM) or construction crew is actively digging and removing earth or rock.
- (c) Foremen in addition to the minimum set forth elsewhere in this Agreement shall be maintained in order to properly supervise the crew(s) and in order to maintain health and safety.
- (d) Conditions of Work
- (1) Whenever there is electrical work, including temporary power and lighting done or maintained in or about a tunnel, shaft or adit, tube, caisson or bore, it shall be done by Employees covered by this Agreement. Employees shall take orders from assigned supervisors and cooperate with the shift supervisor.
 - (2) Whenever a shift crew or major portion thereof is working in the tunnel, tube, caisson, or bore, an Employee shall work, except when only hand mucking and/or clean up is in progress, and providing no blasting is being done. Employees shall take orders from assigned supervision and cooperate with shift supervision.
 - (3) When two (2) headings are being worked from one (1) adit or shaft, Employees shall be assigned to each shift, and one (1) to each heading when the distance makes it impossible for one Employee to do all the electrical work on both headings.
 - (4) Employees shall not be required to enter the heading after a blast until all the requirements of the State Safety Codes have been complied with.
 - (5) The Employer shall furnish all rubber and protective clothing without charge when required by working conditions. Employees shall be responsible for clothing and rubber goods issued to him and shall return same to Employers at the time of termination.
 - (6) All Employees shall receive eight (8) hours pay as a minimum per shift worked.
 - (7) In the context of tunnels, the head isn't a physical part of the structure itself, but rather refers to the **leading excavation face**. This is the area where the tunnel boring machine (TBM) or construction crew is actively digging and removing earth or rock.
- (e) In addition to the safety provisions set forth elsewhere in this Agreement, all Electrical work being performed under the terms of this supplement shall be governed by applicable law and regulations.

ARTICLE IV REFERRAL PROCEDURE

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

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

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

Section 4.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN

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

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

GROUP III All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

GROUP IV All applicants for employment who have worked at the trade for more than one year.

Section 4.06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 4.07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: Monterey, Santa Cruz, and San Benito Counties in the State of California.

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

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

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

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

RE-REGISTRATION:

Section 4.12. An applicant who has registered on the "Out of Work List" must renew his application every 30 days or his name will be removed from the List.

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

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

REPEATED DISCHARGE:

Section 4.14(b). An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's

continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

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

(a). When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

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

Section 4.16. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

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

Section 4.18. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

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

ARTICLE V STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE

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

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

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

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

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

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

Section 5.03. Any issue concerning an apprentice, or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

Section 5.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06. To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

Section 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

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

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

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

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

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

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

Section 5.12. Each job site shall be allowed a ratio of two (2) apprentice(s) for every one (1) Journeyman Wireman.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1	2
2	4
3	6
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

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

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

Section 5.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

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

Section 5.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: \$0.95. 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.

Section 5.17. First year apprentice may perform all tasks, however, they shall not work on or near live voltage.

Section 5.18. The probationary period for all indentured apprentices shall be not less than two thousand (2,000) hours of OJT and may be extended at the discretion of the JATC. This is to comply with the National Standards as drafted by the NJATC and submitted to the State of California, Division of Apprenticeship Standards and the United States, Department of Labor.

**ARTICLE VI
VACATION**

Section 6.01. VACATION

- (a) All Employees may take a minimum of two (2) week vacation each year. The Employer shall be given fifteen (15) days notice prior to starting the vacation unless a shorter notification is mutually agreed upon between the Employer and the Employee.
- (b) Not more than twenty percent (20%) of the Employees in any shop or any job shall be granted their vacation at the same time unless agreed to by the Employer.

**ARTICLE VII
HEALTH AND WELFARE PLAN**

Section 7.01. HEALTH AND WELFARE TRUST FUND CONTRIBUTIONS

The Employer agrees to pay the sum indicated on the effective wage page of this agreement per hour for each hour paid to all Employees working under the terms of this Agreement to the Electrical Workers Health and Welfare Trust Fund. These payments shall be paid monthly on transmittal forms furnished by the Union. Contributions are payable on or before the fifteenth (15th) day of the month following the month in which the work was performed. Contributions not delivered to the office of the IBEW on or before the fifteenth (15th) day of the month or postmarked on or before the fifteenth (15th) of that month, regardless of what day of the week the fifteenth (15th) is on, shall be considered delinquent. Contributions shall be made on behalf of all Employees working under the terms of this Agreement on the payroll for all payroll weeks ending within the calendar month.

The parties hereto agree to continue in effect, the Electrical Workers Health and Welfare Trust Fund executed December 1, 1971, as last restated December 11, 1975. The parties agree to be bound by all of the terms and conditions of said amended Agreement and Declaration of Trust, and each Employer contributing to said Trust hereby agrees that by so doing, he does irrevocably designate and appoint the Employer designated Trustees appointed pursuant to said amended Agreement and Declaration of Trust, as Trustees authorized to act in his behalf pursuant to such trust agreement and irrevocably ratifies the designation, selection, appointment, removal and substitution of said Trustees as provided in said amended Agreement and Declaration of Trust.

If the Trustees deem it necessary to increase the amount of contributions to the plan, written notice shall be sent to the signatory parties.

**ARTICLE VIII
EDUCATIONAL AND TRAINING FUND**

Section 8.01. EDUCATIONAL AND TRAINING FUND CONTRIBUTIONS

The Employer agrees to pay the sum indicated on the effective wage page of this agreement per hour for each hour paid to all Employees working under the terms of this Agreement to the International Brotherhood of Electrical Workers Union, Local 234 Educational and Training Fund. These payments shall be paid monthly on transmittal forms furnished by the Union. Contributions are payable on or before the fifteenth (15th) day of the month following the month in which the work was performed. Contributions not delivered to the office of the IBEW on or before the fifteenth (15th) day of the month or postmarked on or before the fifteenth (15th) of that month, regardless of what day of the week the fifteenth (15th) is on, shall be considered delinquent. Contributions shall be made on behalf of all Employees working under the terms of this Agreement on the payroll for all payroll weeks ending within the calendar month.

Parties hereto agree to continue in effect, the International Brotherhood of Electrical Workers Union, Local 234 Educational and Training Fund executed December 1, 1971, as last restated December 10, 1975. The parties agree to be bound by all of the terms and conditions of said amended Agreement and Declaration of Trust, and each Employer contribution to said Trust hereby agrees that by so doing, he does irrevocably designate and appoint the Employer designated Trustees appointed pursuant to said amended Agreement and Declaration of Trust, as Trustees authorized to act in his behalf pursuant to such trust agreement and irrevocably ratifies the designation, selection, appointment, removal and substitution of said Trustees as provided in said amended Agreement and Declaration of Trust.

ARTICLE IX PENSION PLAN

Section 9.01. PENSION PLAN CONTRIBUTIONS

Commencing for work performed on or after June 28th, 2004, each employer signatory to or bound by this Agreement shall pay into the International Brotherhood of Electrical Workers District No.9 Pension Plan (hereinafter the "Pension Plan"), a jointly-administered Pension Trust created pursuant to Section 302(c)(5) of the Labor-Management Relations Act, on behalf of each employee performing work covered by this Agreement the sum indicated on the effective wage page of this Agreement for each hour paid to all employees working under the terms of this Agreement, according to their classification.

The parties have approved a procedure which allows employee voluntary contributions to the Pension Plan by making an appropriate payroll deduction after taxes. The authorized payroll deduction for employee voluntary after-tax contributions cannot exceed 10% of the employee's gross wages under the Agreement. An employee who elects to make a voluntary after-tax contribution must inform the employer 30 days prior to the next pay period by signing the appropriate authorization for payroll withholding form notifying the employer to make the appropriate after-tax deduction and payment to the Pension Plan. The employee must also provide the appropriate signed authorization form giving the employer a 30-day notice of when the voluntary contribution is to be discontinued. An employee's voluntary after-tax contribution will be maintained by the Pension Plan separate from the employer contribution to reflect the amount attributable to an employee's voluntary after-tax contributions, the earnings thereon and the expenses incurred.

The employer remittance form and a check for the full amount of the pension contributions (both the employer contributions and a separate entry for any voluntary employee after-tax contributions) must be postmarked by the (15th) day or received by the Administrator for the Pension Plan on or before the twentieth (20th) day of the month following the month in which the work was performed. Contributions not received on or before the twentieth (20th) day or postmarked by the (15th) day of the month shall be considered delinquent. The Monthly Transmittal shall cover every Employee subject to this Agreement on the payroll for all payroll weeks where the payday falls within the calendar month. An employer remittance report form will be provided by the Pension Plan. Each monthly remittance form and check shall include all hours paid and all voluntary after-tax contributions.

In the event the employer fails to file its remittance form and pay all of its required pension contributions (both the employer contributions and voluntary employee after-tax contributions) by the date established in the preceding paragraph, the employer shall be responsible for liquidated damages and interest on the delinquent or late paid pension contribution (both employer contributions and voluntary employee after-tax contributions) in accordance with the terms and conditions of the Amended Trust Agreement of the Pension Plan.

Each employer agrees to be bound by all of the terms and conditions of the aforesaid Amended Trust Agreement and any amendments thereto or restatements thereof. Each employer further agrees to designate as its representative on the Board of Trustees of the aforesaid Pension Plan, such individuals who are designated "Employer Trustees" together with their successors. The employer agrees to be bound by all lawful actions, rules and regulations adopted by the Board of Trustees.

ARTICLE X NEBF

NEBF:

Section 10.01. 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 three percent (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 Employee 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 XI NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

Section 11.01. 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 Chapter area during any one calendar year but not exceeding 150,000 man hours.
- 2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

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

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

ARTICLE XII LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

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

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

Section 12.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 12.03. Each employer shall contribute twenty-cents (\$0.20) 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 Monterey Bay California 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), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XIII
NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 13.01. 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 worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and
- 10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 13.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 13.03. Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Monterey Bay California Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 13.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to 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.

Section 13.05.

The 1 cent-per-hour contribution for the National LMCC is to be paid from the Local LMCC Fund. There will be no increase in the wage/fringe package for this contribution.

**ARTICLE XIV
ADMINISTRATIVE MAINTENANCE FUND**

Section 14.00. ADMINISTRATIVE MAINTENANCE FUND

Effective June 1, 1997, all employers signatory to this labor agreement with the Monterey Bay California Chapter NECA shall contribute an amount equal to 1.25% of the gross monthly labor payroll paid to each employee covered by this labor agreement to the Administrative Maintenance Fund. The moneys 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 and enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the employers and not the Local Union. No part of the funds collected under this trust shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its local unions.

**ARTICLE XV
SUBSTANCE ABUSE**

Section 15.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

**ARTICLE XVI
TRANSMITTAL FORMS**

Section 16.01. TRANSMITTAL FORM

- (a) The Monthly Transmittal shall cover every Employee subject to this Agreement. The transmittal period ends on the last payday of the month.
- (b) Payments shall be paid monthly on the jointly approved transmittal form, or a form containing all of the information listed on the approved form and shall be postmarked or received no later than the fifteenth (15th) of the month following the month in which the work was performed, regardless of the day of the week the fifteenth falls on. Payments received with postmarks after that date shall be considered delinquent.

The Transmittal Form shall be mailed to the address indicated on the form.

Section 16.02. ROUNDING

"Hours" of less than sixty (60) minutes shall be expressed as a decimal as follows: $\frac{3}{4}$ as .75, $\frac{1}{2}$ as .50, $\frac{1}{4}$ as .25. The minimum unit of time to be expressed on the transmittal shall be .25 of an hour of multiples of .25, shall not be carried beyond two places.

The final calculation on partial hours as well as full hours shall be to the next full penny per individual, per month.

Section 16.03. FAILURE TO PAY BENEFIT

(a) Any Employer who fails to meet his obligation to make the payment of the moneys in the amounts indicated as being due under the Contract in a timely manner on the Monthly Transmittal forms as provided, shall in addition to posting a Surety Bond, be required to make weekly payments to the Tri-County Electrical Trust Funds of the moneys due for the hours paid on all his Employees for the week just completed. The payment shall be mailed by the Friday following the Wednesday payday of each workweek and shall be accompanied with an unofficial break-down of the hours and amounts for each category listed on the Monthly Transmittal that will follow.

The Monthly Transmittal shall accompany the check that provides for the payment that covers the last pay week of each month.

(b) When an Employer is placed under the Provisions as set forth in (a) above, all checks shall be in the form of assured or certified checks.

(c) The conditions set forth in 16.03 (a) & (b) above shall continue until the Employer proves that he has the ability to meet his obligations, but in no event shall it be for less than three (3) months.

(d) Collection Matters – Pro Rata Allocation for Payroll Audits, Collective Expenses and/or Insufficient Contributions.

In the event collection procedures (including but not limited to expenses related to payroll audits, filing a legal action or allocating delinquent contributions) are instituted to audit or recover wages and/or fringe benefits due pursuant to this Agreement and the sums collected are not sufficient to cover all obligations, the sums collected shall be distributed pro rata among the following entities based upon the aggregate annual contribution payments made to the following entities in the calendar year immediately preceding the current year;

1. National 401(K) Plan
2. IBEW Local 234 Health and Welfare;
3. IBEW District No. 9 Pension Plan ("Pension Plan");
4. IBEW Local 234 Educational and Training Fund;
5. National Electrical Benefit Fund;
6. Industry Fund;
7. Monterey Bay Area Labor-Management Cooperative Fund;
8. National Labor-Management Cooperation Committee;
9. Administrative Maintenance Fund;
10. Monterey Bay California Chapter, National Electrical Contractors Association; and,
11. IBEW Local 234

**ARTICLE XVII
CODE OF EXCELLENCE**

Section 17.01. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

**ARTICLE XVIII
NATIONAL ELECTRICAL 401(K) PLAN**

Section 18.01 NATIONAL 401(k) PLAN

Section 18.01. It is agreed that the individual Employer, in accord with the National Electrical 401(k) Plan Agreement and Trust ("Agreement and Trust") as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers, as amended, will participate in the National Electrical 401(k) Plan ("NEFP").

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

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

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

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

An individual Employer who fails to remit employee elective deferrals as provided above shall be subject, in addition to all remedies afforded by law or in the Agreement and Trust, to having its participating in the

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

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

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.

INSIDE AGREEMENT

SIGNED FOR THE CHAPTER:
The Monterey Bay California
Chapter, N.E.C.A., Inc.

SIGNED FOR THE UNION:
International Brotherhood
of Electrical Workers
Local Union No. 234



Jerri L. Champlin
Executive Director



Paul Gutierrez
Business Manager/Financial Secretary



Eric Tonnesen
President



Andy Hartmann
President

Date:

5-20-24

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

July 31, 2024

Kenneth Cooper,
International President

This approval does not make the
International a party to this agreement.

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Section 3.10 (a) HOLIDAYS

New Year's Day, January 1;
Martin Luther King, Jr.'s Birthday, observed third Monday in January;
President's Day, the third Monday in February;
Memorial Day, the last Monday in May;
Fourth of July;
Labor Day, the first Monday in September;
Veteran's Day, November 11;
Thanksgiving Day, the fourth Thursday in November;
The day after Thanksgiving Day;
Christmas Eve, December 24;
Christmas Day, December 25;
New Year's Eve, December 31;

No two (2) Holidays shall be observed on the same day.
In such occurrences the Holiday will be observed on a day selected by mutual agreement:

Section 3.10 (b) Designated "Off Days"

Friday, August 30, 2024
Friday, May 23, 2025
Friday, August 29, 2025
Friday, May 22, 2026
Friday, September 4, 2026
Friday, May 28, 2027

IBEW Local 234
747 El Camino Real
Salinas, CA 93907
(800) 499-4239
(831) 633-2311
(831) 633-0570 fax
(831) 633-5627 jobline
www.ibew234.org

Monterey Bay California Chapter NECA
PO Box 2175
Salinas, CA 93902
Phone: (831) 236-1393
www.mbccneca.org

Tri-County Electrical JATC
10300 Merritt Street
Castroville, CA 95012
(831) 741-9069
(831) 633-3063
(831) 633-3068 fax
www.tricountyjatc.org

Monterey Bay Area LMCC
PO Box 2175
Salinas, CA 93902

NECASTAR
(805) 938-0121
servicehelp@necastar.com
www.necastar.com