

MATERIAL HANDLER'S AGREEMENT

04/01/2019 – 03/31/2022

Agreement by and between the Sacramento Electrical Contractors Association Inc. and Local Union No. 340, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement.

As used hereinafter in this Agreement, the term SECA shall mean the Sacramento Electrical Contractors Association and the term "Union" shall mean Local Union 340, I.B.E.W.

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

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the electrical industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, commonsense methods.

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 employee or applicant for employment because of sex, race, color, creed, or National Origin.

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

ARTICLE I

Effective Date - Changes - Grievances - Disputes

I.1 This Agreement shall take effect April 1, 2019 and shall remain in effect until March 31, 2022 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from April 1 through March 31st of each year, unless changed or terminated in the way later provided herein.

I.2 (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

I.2 (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.

I.2 (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.

1.2 (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 decision shall be final and binding.

1.2 (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.

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

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

1.4 During the term of this Agreement, 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.

1.5 There shall be a Labor-Management Committee of three representing the Union and three representing the Employer. 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.

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

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

1.8 Should the Labor-Management Committee fail to agree 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.

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

ARTICLE II
Union Security - Union Rights - Stewards

II.1 All employees covered by the terms of this Agreement shall be required to become and remain members in good standing in the Union as a condition of employment from and after the thirty-first day following the date of their employment or the effective date of this Agreement, whichever is later. In the event an employee fails to maintain his membership in accordance with the provisions of this section, the Union shall notify the employer in writing and such written notice shall constitute a request to the employer to discharge said individual employee within forty-eight (48) hours, (Saturdays, Sundays and holidays excluded) for failure to maintain continuous good standing in the union in accordance with its rules above referenced in this paragraph.

II.2 In the event the Union does not accept into membership any workman tendering the admission fee and regular monthly Union fees, the foregoing paragraph shall not be applicable, provided however, the Union may at any time thereafter decide to take such workman into membership, in which case said workman shall be required to tender the full and uniform admission fees in effect in the Local Union thirty-one days following notification by the Union and shall thereafter be required to maintain his membership in accordance with the provisions of the foregoing paragraph. In the event such workman fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall discharge said workman within forty-eight (48) hours.

II.3 In the event any Employer violates any of the provisions of this Section, the Union shall have the legal right immediately to subject said Employer to termination of his Agreement, after due notices have been served on him.

II.4 In the event the Labor-Management Relations Act of 1947 is amended or is reinterpreted by the National Labor Relations Board or by the Courts legally to permit the inclusions of Article I, Section 3 or Article II, Section 3 of the Agreement of May 25, 1955, said Article shall be reincorporated in any collective bargaining agreement between the parties and the above provision shall forthwith become inoperative.

II.5 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

II.6 The policy of the members is to promote the use of materials and equipment manufacture, processed, or repaired under economically sound wages, hours and working conditions.

II.7 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 violation 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.

II.8 This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs. Notice must be given to the Employer involved.

II.9 Under no circumstances shall the Employer dismiss or otherwise discriminate against any employee for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement.

II.10 The Union may institute a grievance procedure under the terms of this Agreement if it feels any employee has been unjustly discharged.

II.11 The Business Manager of the Union, or a duly authorized representative of the Union, shall be allowed access to any shop, or job at any reasonable time where workmen are employed under the terms of this Agreement. The Business Manager of the Union, or his representative shall notify the Employer immediately if an alleged problem exists at any shop or job.

II.12 The Business Manager of the Union, or a duly authorized representative of the Union shall be allowed to examine the Employer's time and payroll records, excluding management personnel at reasonable times during regular office hours.

ARTICLE III Employer Rights, Qualifications and Responsibilities

III.1 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.

III.1(a) Only employees working under the terms of this Agreement and subscribing to this Agreement, may participate in the Health and Welfare Plan, Pension Plan and Savings.

III.2 Employers signatory to this Agreement shall have the name of their firm and city permanently displayed in easily visible letters on all vehicles used for carrying materials or men.

III.3 For all employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance, with a company authorized to do business in this State, comply with the Federal Insurance Contributions Act and the California Unemployment Insurance Act and all other protective insurance as may be required by the laws of this State or the Federal Government and upon request, shall furnish satisfactory proof of such compliance to the Union.

III.4 No Employer or workman employed under the terms of this Agreement shall give or accept directly or indirectly any rebate of wages. An Employer found violating this provision shall be subject to having his Agreement terminated upon written notice thereof being given by the Union.

III.5 No Employer shall directly or indirectly or by any subterfuge, sublet or contract with employees covered by this Agreement, all or any part of the labor services, rental or leasing of employee's vehicles or equipment required by any work of such Employer.

III.6 No Employer, signatory to this Agreement, shall use this Agreement for the purpose of entering into any contract, agreement, or arrangement with any other person, firm or corporation, either as a prime contractor, or as a subcontractor, whereby the intent of the traveling and subsistence expense provisions of this Agreement might be circumvented.

III.7 The Employer shall not loan or cause to be loaned, any employee working under the terms of this Agreement.

SCOPE OF WORK

III.8 Material Handlers shall be permitted to do the following: Handling and delivery of materials, equipment and tools used in the employer's business of electrical contracting. They may make up orders, pick up and deliver, load and unload materials, tools and equipment, and relay written information. They may drive vehicles used to transport employees. They may repair and maintain the employer's tools and equipment in the employer's shop and may cut predetermined cable or wire lengths when making up orders. This section shall not be construed to prevent an employer, journeyman or apprentice from performing the above described work. The employer representative may make an occasional delivery.

III.9 They shall not fabricate, assemble, alter or perform any work on electrical materials or equipment except as described in this section. Their work on any job site shall be limited to picking up, delivering, loading and unloading materials, tools and equipment to the final designated work area. NOTE: Designated work area is defined as adjacent to or near point of installation and material is defined as fixtures, wire, tubes, flex, fittings and conduit.

III.10 SAFETY - Duties of Employer and Employees

The Employer shall keep all equipment furnished to workmen employed under the terms of this Agreement in safe and workable order, and shall not discriminate against any employee for reporting or refusing to use unsafe equipment. Employees shall immediately report any unsafe equipment to their immediate superior.

III.11 In compliance with and under the provisions of the applicable safety regulations there shall be no restrictions against the use of any machinery, tools, and labor saving devices when used by properly trained workmen covered by this Agreement in a safe and legal manner.

III.12 Employers shall not permit employees working under the terms of this Agreement to use their own conveyances to carry any of the Employer's tools, equipment and/or materials. Employees shall not use their own conveyances during working hours.

III.13 The Association and/or employer agrees it shall not constitute a violation of this agreement for the union to remove the workmen employed by an employer who is delinquent in any wage or fringe payment due under the terms of this agreement, provided the employer receives seventy-two (72) hours notice in writing and provided the employer fails to show positive proof delinquent payments have been made. Before any action can be taken under this section, delinquencies

shall be determined by the Health and Welfare Trustees and their decisions will be forwarded to the Business Office of the Union.

III.14 The Employer shall have the right to determine the competency and qualifications of employees.

III.15 The Employer shall have the right to discharge any employee for any just and sufficient cause.

III.16 (a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity including a joint-venture, wherein the Employer, through its officers, directors, partners or stockholders, exercises either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

III.16 (b) As a remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

III.16 (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 cost of the litigation, which have resulted from the bringing of such court action.

ARTICLE IV Hours - Holidays - Shifts - Wages

IV.1 Eight hours work between the hours of 8:00 AM and 4:30 PM with thirty minutes for lunch period between 12:00 and 12:30 shall constitute the workday, unless otherwise mutually agreed to by the Employer and the Union. Five such days, Monday through Friday, shall constitute the work week.

IV.2 The employees shall be paid time and one-half (1 1/2) for all work performed over eight (8) hours in any work day and over forty (40) hours in any one work week. Time and one half (1 1/2) to be paid for all overtime, except that Sunday and holidays shall be double time. The holidays are as follows: New Year's Day, Martin Luther King Jr Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Any of the above designated holidays occurring on Sunday and observed as holidays on Monday, or any

other days declared holidays by the Local Building Trades Council, for any specific job or jobs, shall be considered as holidays. Any of the above designated holidays occurring on a Saturday the preceding Friday shall be observed as a holiday.

IV.3 The Employer shall, at the time of payment of wages, furnish each of his employees with a detachable part of the check, draft, or voucher paying the employee's wages or separately, an itemized statement of wages in writing and bearing the Employer's company name and mailing address and showing all additions or deductions from such wages. Checks shall be printed and bear the Employer's firm name.

IV.4 Wages shall be paid weekly, in cash or by check, on or before 4:30 PM Friday of each week and not more than three (3) days wages shall be withheld unless special permission is granted by the Business Manager.

IV.4 (a) If an Employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

IV.4 (b) If an employee quits his employment, his wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his intention to quit, in which case the employee is entitled to his wages at the time of quitting.

IV.4 (c) Wages shall be paid at the shop or on the job.

IV.5 Time and one-half (1 1/2) shall be charged for time waiting for pay, except in cases where the Employer or his representative is detained due to circumstances beyond his control, or an error in the amount of pay is due to clerical error, provided workmen have turned in approved time reports as required, to their Employers.

IV.5 (a) For the purposes of this Section, waiting time shall be limited to the following hours:

(1) 4:30 PM to 8:00 PM on the day such pay is due

(2) 8:00 AM to 4:30 PM for each succeeding regular work day, excluding Saturdays, Sundays and Holidays

IV.5 (b) Tender of such waiting time pay either to the Union Business Office or to the employee shall terminate any further waiting time.

IV.6 Any man reporting for work and being laid off, without having been notified the day previous to such lay off, shall receive not less than four (4) hours' wages and shall be paid off in full immediately.

IV.7 The minimum hourly rate of wages and fringe benefit rates have been bargained by Labor and Management and said rates shall continue in force during the term of this Agreement. These rates are shown on the attached Appendix Wage Sheet.

There are three classifications: Material Handler, Material Handler Trainee and Delivery Person*.

*A delivery person can only be hired when an Employer maintains a full time material handler or material handler trainee. A delivery person shall be laid off prior to any material handler or material

handler trainee. Ratio of delivery person to material handler or material handler trainee shall not exceed 1 material handler or material handler trainee to 2 delivery persons.

ARTICLE V
Travel Time, Expenses and Subsistence

V.1 Reasonable expenses incurred by the Material Handler, if any, shall be paid while traveling out of town from the Employer's shop.

ARTICLE VI
Sacramento Area Electrical Worker's Health & Welfare Plan

The Employer and Local Union 340 of the I.B.E.W. realize and agree that workmen covered by this Agreement should have the benefits and protection of a jointly operated Health and Welfare Plan, and hereby agree to provide for such in the following manner:

VI.1 (a) It is mutually agreed between the parties hereto that effective on the first day of April 1, 2019 each Employer will forward the sum (as per attached Appendix wage sheet) per hour for each hour worked by each of the material handlers employed on work covered by this Agreement to the Sacramento Area Electrical Workers No. 340 Health and Welfare Fund. The employer shall thereafter contribute the sum as defined in this agreement.

VI.2 The Employer shall pay the sum (as per attached Appendix wage sheet) per hour worked for each Material Handler covered by this Agreement, except as provided for in Article IV.7 regarding Material Handler Trainees and Delivery Persons, into the Sacramento Area Electrical Worker's Pension Trust Fund. The Trustees are authorized by this Agreement to enter into reciprocity of pension benefits with other pension trusts.

VI.3 The Employer shall make such payment monthly on a form provided for that purpose, and will comply with all provisions of the Agreement and Declaration of Trust covering Employer's payments and application of Funds. Said contribution shall be paid by the Employer to be held in trust by the Trustees for the purpose of providing sickness, accident and life insurance benefits for employees and their dependents.

VI.4 The records of the Trust Fund shall show a breakdown of total receipts from Employers for credit to the account set forth above, and all disbursements made there from.

VI.5 The jointly operated Fund shall be administered by the Trustees in accordance with terms of the Trust Agreement established by the Labor-Management Committee and approved by the applicable governmental agencies.

VI.6 N.E.B.F. 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 Employees Benefit Agreement and Trust.

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

The failure of an individual employer to comply with the applicable provision of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

Employer transmittals (contribution reports) and payments for savings, health and welfare trust, public relations trust, joint apprenticeship and training trust, local pension trust, contract administration and NEBF, shall be due and payable immediately following the last weekly payroll in the month accrued and shall become delinquent if not paid by the 15th day of the following month. Said delinquencies shall require the additional charge of liquidated damages as required by the Trust Agreements governing the individual trusts.

By signing this Collective Bargaining Agreement, the employer agrees to be bound by all the provisions of the Sacramento Area Electrical Workers Health and Welfare Trust Fund, Pension Trust Fund, Joint Apprenticeship Training Trust Fund and Contract Administration, as well as the provisions of the Trust Agreement regulating the National Employee Benefit Fund.

ARTICLE VII Vacation and Savings

VII.1 VACATION

Annual time off for vacations for all employees subject to this agreement shall be scheduled in accordance with the following rules.

VII.2 It is the intention that vacations should, as far as possible, be taken by each employee in accordance with recognized vacation practices. It is recognized that this may not always be practical, due to the necessities of particular jobs, sickness or other sufficient reasons, and it may be necessary in such cases to make vacation arrangements to fit the needs of each particular shop or job.

VII.3 Not more than twenty percent (20%) of the employees in any shop or on any job shall be granted their vacations for the same time unless agreed to by the employer.

VII.4 SAVINGS

VII.4 (a) The employer shall make a payroll deduction of ten percent (10%) after all taxes have been deducted from the gross labor payroll of each employee for the purpose of an individual savings for each employee.

VII.4 (b) All I.B.E.W. members who desire to have their working dues deducted from this ten percent (10%) must sign an authorization form available at the Local Union Office. The working dues deduction authorization and procedure established by the Union with the employees and the depository described in Article VII.6 below must conform with Section 302 (c) (4) of the Labor Relations Act and be at no cost to the employer.

VII.5 The amount of savings deduction shall be shown on payroll check stubs and included in the monthly transmittal made by the employers to report fringe benefit moneys. Duplicate copies of employer transmittals shall be available to Local Union 340, I.B.E.W.

VII.6

The savings accounts shall be established with either of the following depositories provided they are in compliance with VI.5 (B) below:

1. A depository selected by the Trustees of the Health and Welfare
or
2. Heritage Community Credit Union
PO Box 790
Rancho Cordova CA 95741
or
3. Operating Engineers #3 Federal Credit Union
P.O. Box 5073
Livermore, CA 94551

VII.7 The depository for such savings plan accounts shall certify that each member account will continue to be insured to the maximum amount provided by federal laws governing such depository.

**ARTICLE VIII
Penalty for Delinquent Payments to Savings, Health & Welfare & Pension**

VIII.1 Employer reports and payments for Savings, Health and Welfare and Pension shall be due and payable immediately following the last weekly payroll period in month accrued and shall become delinquent if not paid by the fifteenth (15th) day of the following month.

VIII.2 In the event an Employer fails to make payment of any amount due for wages and/or any damages applied thereto within five (5) days of the date when such payments become delinquent, he shall be required to either post a bond or deposit cash within one (1) week in the amount of \$2,500 to cover wages due.

VIII.3 In the event any Employer fails to make payments of any amount due for Savings, Health and Welfare and Pension, and/or any damages applied thereto when due, upon finding by the Trustees that such delinquency has occurred, he shall post an additional \$500 in cash or certified check within one (1) week after such findings, providing he has not furnished satisfactory evidence that such delinquency or failure was due to circumstances beyond his control.

VIII.4 Individual Employers who fail to remit regularly, as provided for above or as set forth in the Trust Agreement, shall be subject to having his Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been made.

**ARTICLE IX
Referral Procedure**

IX.1 The Material Handler, Material Handler Trainee and Delivery Person may be hired at the discretion of the Employer. The Local Union shall be given twenty-four (24) hours notice when an employee is needed. The Material Handler, Material Handler Trainee or Delivery Person employed

by the Employer, shall, as a condition of employment, obtain a clearance from the Business Office on the same day of employment.

ARTICLE X CONTRACT ADMINISTRATION FUND

X.1 The Local Contract Administration Fund shall be administered solely by the Sacramento Electrical Contractors Association, Inc. and shall be utilized to administer this Agreement between Local Union #340 and S.E.C.A. In addition, it may cover the cost of negotiations, public relations, advertising programs, contract specification improvement, and promotion of better service to the general public. However, it shall not be limited to these items. It shall be the duty of all Employers signatory to this Agreement to promptly pay, as set forth in this Collective Bargaining Agreement. The individual Employer will forward monthly to the Local Health & Welfare Office 1.60% of their gross monthly payroll, which they are obligated to pay to the Employees in this bargaining unit, and a completed payroll report prescribed by the Board of Trustees. Payment shall constitute a debt due and owing to S.E.C.A. on the last day of each calendar month. Failure to remit the amount due timely will be considered a breach of this Agreement on the part of the individual Employer. Enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the Employers and not the Local Union. Funds received under this Article shall not be used to the detriment of the Local Union or the I.B.E.W.

ARTICLE XI LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

XI.1 - The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

1. to improve 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.

XI.2 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

XI.3 Each employer shall contribute (the sum as per attached wage sheet) per hour worked by each Employee covered by this Agreement. 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 Sacramento Electrical Contractors Association Chapter, SECA, or its designee, shall be the collection agent for this Fund.

XI.4 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XII NLMCC

Labor Management Cooperation Committee Trust Fund, all Employers subject to the Agreement shall pay the sum (as per attached wage sheet) per hour for each hour worked by all Employees who perform work covered by the Collective Bargaining Agreement to the Labor Management Cooperation Committee Trust Fund. Hours worked shall be deemed to include straight time hours worked, actual overtime hours, report time and shift premium hours not worked. A remittance report form and the fringe benefit contributions shall be forwarded to reach the designated collector on or before the 15th day following the end of each calendar month. Each Employer hereby accepts and agrees to be bound by the terms and conditions of the Trust Agreement, which governs the Labor Management Cooperation Committee and any amendments thereto. The purpose of the Labor Management Cooperation Committee Trust Fund is to establish, fund and operate joint Labor Management activities sanctioned by the Labor Management Cooperation Act of 1978, 29 U.S.C. & 175(a) and 29 U.S.C. & 186 (c) (9) of the Labor Management Relations Act.

Any contractor contributing to the LMCC will be considered as having fulfilled their obligations to the NLMCC.

XII.1

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

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

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.

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 Sacramento Electrical Contractors Association Chapter, SECA, or its designee, shall be the collection agent for this Fund.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.) 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 attorney's fees.

ARTICLE XIII SUBSTANCE ABUSE

Section XIII.1 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific 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.

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**MATERIAL HANDLER'S AGREEMENT
04/01/2019 – 03/31/2022**

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.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

**SACRAMENTO ELECTRICAL
CONTRACTORS ASSOC.**

LOCAL UNION NO. 340, IBEW



Fran McDermott, Chapter Manager



Robert D. Ward, Business Manager

DATE: 04/1/2019

DATE: 04/01/2019

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