

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ELECTRICIAN:
INSIDE WIREMAN, TECHNICIAN
INSIDE WIREMAN, TECHNICIAN (SECOND SHIFT)
INSIDE WIREMAN, TECHNICIAN (THIRD SHIFT)
CABLE SPLICER-WELDER
CABLE SPLICER-WELDER (SECOND SHIFT)
CABLE SPLICER-WELDER (THIRD SHIFT)

IN

CALAVERAS AND SAN JOAQUIN COUNTIES

San Joaquin & Calaveras Counties

Inside Construction Agreement

BETWEEN

STOCKTON DIVISION – NORTHERN CALIFORNIA CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

&

LOCAL UNION 595,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

EFFECTIVE

December 1, 2005 through November 30, 2008

RECEIVED
Department of Industrial Relations

JUL 05 2006

Div. of Labor Statistics & Research
Chief's Office

IBEW Local 595Victor Uno, Chair for Labor
IBEW LOCAL 595Tony Bertolucci
IBEW LOCAL 595Dan Chivello
IBEW LOCAL 595Marc Fadilla
IBEW LOCAL 595Manuel Reynosa
IBEW LOCAL 595IBEW Local 595
6250 Village Parkway
Dublin, CA 94568

**SUMMARY OF THE
JOINT RECOMMENDED
SETTLEMENT FOR THE
INSIDE CONSTRUCTION
AGREEMENT FOR CALAVERAS
AND SAN JOAQUIN COUNTIES**

NorCal-NECAGene Gini, Chair for Management
COLLINS ELECTRICDon Campbell
NORCAL-NECAJeff Withers
COLLINS ELECTRICLewis Frain
CON J. FRANK ELECTRIC, INC.Gary Woody
BOCKMAN AND WOODYPete Halver
NORCAL-NECA
6300 Village Parkway
Dublin, CA 94568

The following items were discussed and agreed upon by the negotiating teams for IBEW Local 595 and the Northern California Chapter, NECA, regarding the Inside Construction Agreement for Calaveras and San Joaquin Counties. It is understood that the membership of IBEW Local 595 will consider this Joint Recommended Settlement on Monday, October 27, 2008.

1. Extension of the Agreement: Six Month Agreement Extension
December 1, 2008 through May 31, 2009

2. Monies to be allocated: \$1.00 in new monies to be allocated December 1, 2008.

3. New Articles Jointly Agreed Upon

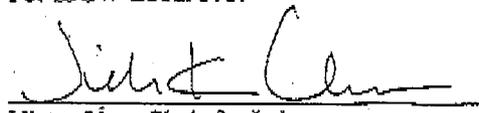
As a settlement of the contract extension, the following items were jointly agreed upon for the six month extension and for inclusion into any subsequent agreement:

1. Certified Welder pay at Foreman Rate of pay.
2. Language allowing for direct deposit of pay by the Employer with the agreement of the Employee. The Employer will be responsible for any financial penalties if the direct deposit is not made to the Employee's account according to the time requirements of Article 3, subsection 3.
3. Language committing the parties to a Code of Excellence program to better the union electrical industry.

4. Memorandum of Understanding - Employee Recall

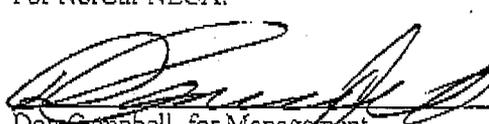
A Memorandum of Understanding (MOU) will be signed allowing for an Employer to recall an Employee who was given a "reduction of force" layoff. The Employee must be on Book 1 of the Available for Work List and must be receiving unemployment benefits. A recall can only occur within 30 days of a layoff. Former Employees who were working for the Employer on a job 80 hours or less ("short call") are not qualified for this recall provision. Employees who quit or who are terminated for cause are not eligible for this provision. If a former Employee takes any job call during the 30 day period, eligibility for recall terminates. The former Employee must agree to the recall. Provisions of this MOU take effect upon extension of the Inside Construction Agreement (December 1, 2008) and expire May 31, 2009.

For IBEW Local 595:



Victor Uno, Chair for Labor

For NorCal-NECA:



Don Campbell, for Management

October 17, 2008

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IBEW, Local 595

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IBEW LOCAL 595

Tony Bertolucci
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SUMMARY OF THE JOINT RECOMMENDED SETTLEMENT FOR THE INSIDE CONSTRUCTION AGREEMENT FOR CALAVERAS AND SAN JOAQUIN COUNTIES

NorCal, NECA

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COLLINS ELECTRICAL CO., INC.

Don Campbell
NORCAL, NECA

Jeff Withers
COLLINS ELECTRICAL CO., INC.

Lewis Frain
CON J. FRANKE ELECTRIC, INC.

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The following items were discussed and agreed upon by the negotiating teams for IBEW Local 595 and the Northern California Chapter, NECA, regarding the Inside Construction Agreement for Calaveras and San Joaquin Counties. The membership of IBEW Local 595 approved this Joint Recommended Settlement on Thursday, May 7, 2009.

1. **Extension of the Agreement:** Six Month Agreement Extension:

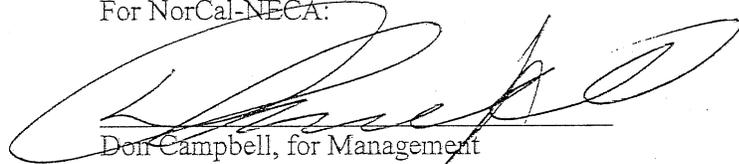
- June 1, 2009 through December 1, 2009

For IBEW Local 595:



Victor Uno, for Labor

For NorCal-NECA:



Don Campbell, for Management

May 8, 2009

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IBEW Local 595

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Pete Halver
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AND SAN JOAQUIN COUNTIES**

The following was discussed and agreed upon by the negotiating teams for IBEW Local 595 and the Northern California Chapter, NECA, regarding the Inside Construction Agreement for Calaveras and San Joaquin Counties. The membership of IBEW Local 595 approved this Joint Recommended Settlement on Thursday, October 29, 2009.

1. Extension of the Agreement: Six Month Agreement Extension:

- December 1, 2009 through May 31, 2010

For IBEW Local 595:



Victor Uno, for Labor

For NorCal-NECA



Don Campbell, for Management

October 30, 2009

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Chief's Office

Travel Time – Subsistence

Section 8 [3.08]

Subsection (a) When workers 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.

(1) Workers may be required to report directly on their own time in their own transportation to any job in San Joaquin County and shall work eight (8) hours on the job. New workers reporting to the job shall report to the Employer or the Employer's representative and the Union Steward. Employees shall be required to report directly on their own time and in their own transportation to one job only per day.

Subsection (b) Workers who are required to report directly to any job in Calaveras County in their own transportation and work eight (8) hours on the job shall be reimbursed for travel and subsistence as follows:

- (1) \$30.00 per day shall be reimbursed for reporting to jobsites on the west side of Highway 49.
- (2) \$30.00 per day shall be reimbursed for reporting to jobsites within the city limits of San Andreas, Angles Camp, and Mokelumme Hill.
- (3) \$60.00 per day shall be reimbursed for reporting to jobsites on the east side of Highway 49 excluding jobsites addressed in Subsection (b) (2) above.