

RESOLUTION OF 2026 NEGOTIATIONS

**Between the Contra Costa Chapter, NECA and IBEW Local Union 302
for the Inside Wireman Agreement**

(All Changes Effective June 1, 2026, unless otherwise noted.)

Part 1: Changes to the Collective Bargaining Agreement

Article I, Section 1 - This Agreement shall take effect June 1, ~~2024~~ **2026**, and shall remain in effect through May 31, ~~2026~~, **2029**, 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.

Article I, Section 6 – It is mutually agreed that this Agreement prohibits any and all violations of the sections of the California Labor Code that are listed in Section 2699.5 of the California Labor Code and would be redressable pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Such claims will be resolved exclusively through the procedures set forth in Article I & II and may not be brought in a court of law or before any administrative agency such as the California Labor Commissioner. This Agreement expressly waives the requirements of PAGA and authorizes the permanent arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency.

All wage and hour claims that may be asserted by any employee who is employed under this Agreement shall be resolved pursuant to the grievance and arbitration procedures in this Agreement and not in a court of law. Claims for unpaid overtime and minimum wages, failure to receive all wages due, “waiting time” penalties, missed meal and rest period premiums, reporting pay, unpaid travel and training time, failure to receive proper itemized earnings statements, and any similar or related wage and hour claims shall be resolved exclusively pursuant to the grievance and arbitration procedure set forth in this Agreement, and the arbitrator(s) hearing such statutory claims shall have full authority to remedy any such violations in the manner provided by law. The specified claims to be resolved under this Agreement are claims based on alleged violations of California IWC Wage Order 16-2001, California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and all sections of the California Labor Code that are listed in Section 2699.5. The parties hereby confirm their intent to incorporate each of the foregoing statutory and regulatory provisions into this Agreement, such that a violation of any of them shall be considered a violation of the Agreement.

All grievances shall be brought by the Union alone. All such grievances shall be initiated and processed exclusively by the Union in accordance with the grievance and arbitration provisions in this Agreement, and no employee shall be permitted to file or process any grievances without the approval of the Union. The employees (by and through the Union) shall be provided all substantive rights and remedies available as well as statute of limitations period(s) under applicable law. It is the goal of the parties to swiftly and fairly address and resolve all employee concerns, and the Employer and Union agree to work swiftly and cooperatively to resolve and remediate, if necessary, any disputes that arise.

Article II, Section 20 - The Union shall have the right to appoint a Steward on any job where workmen are employed under the terms of this Agreement. Such Stewards shall see that this Agreement and working conditions are observed, protecting the rights of both the Employer and the employee. He or she shall be allowed sufficient time to perform these duties during regular working hours. Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement.

The Business Manager shall notify the Employer in writing of the appointment of a Steward.

At no time shall a Steward be discriminated against for the faithful performance of his duties. A Steward shall remain on the job until its completion, or until no more than ~~three~~ **seven** men are left on the job, unless removed by the Business Manager; this requirement shall not apply when a job is shut down. Stewards may be discharged for cause upon twelve (12) hours prior notification of the Business Manager, but subject to review by the Joint Conference Committee.

Article III, Section 1 - Hours of Work - The workweek will start on Monday and conclude on Sunday. Eight (8) hours per day shall constitute a standard workday between the hours of 7:00 a.m. and 4:30 p.m. Employees shall receive a one-half (½) hour lunch break no later than five hours after starting time. Forty (40) hours per week, Monday through Friday, shall constitute a regular week's work. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.

A flexible start time between the hours of 6:00 a.m. and 8:00 a.m. may be requested by the employer. Such requests must be submitted to the local union Dispatcher and Business Manager prior to any change. A vote will be taken by the employees on the job and approved by the union before the requests can be granted. The new schedule will take effect at the start of the following work week.

Article III, Section 1

Overtime - ~~The first two hours worked before or after the regularly established shift hours and the first eight (8) hours worked on Saturday shall be paid at the rate of time and one half (1 ½). All other overtime worked shall be paid at the rate of double time.~~ **All overtime shall be paid at the rate of double time. Any job previously awarded and under contract with set terms of overtime rates shall not be impacted. The contractor will need to provide proof of such contract and terms to qualify for this provision. Any new project awarded and signed under contract after June 1, 2026, will follow all pay provisions within the terms of this agreement.**

Article III, Section 1 - All work performed in excess of ten (10) hours per day, except Saturdays, after eight hours, as described in this section, Sundays and the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, **Veterans Day**, Thanksgiving Day, day after Thanksgiving and Christmas Day shall be paid for at double the straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday will be observed in lieu thereof. When any of the above holidays fall on Saturday, the previous Friday will be observed in lieu thereof. All overtime work shall be reported to the Business Manager prior to being worked except emergency repair and service calls which shall be reported the following workday.

Article III, 1A

If a fifth consecutive day is worked or used as a make-up day, the pay shall be ~~one and one-half (1 ½) times~~ **two (2) times** the straight time hourly rate for the hours worked during the regular established shift. If a fifth non-consecutive day or a sixth day or a seventh day is worked, the pay shall be two (2) times the regular straight-time hourly rate.

Article III, Section 2

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid ~~at one and one-half times the "shift"~~ **at double the straight** 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.

Article III, Section 3 - Electrical employees shall receive a one-half hour lunch period with pay ~~and meals~~ at the expense of the Employer, if the employee is required to work beyond ten (10) consecutive hours (not including the regular one-half hour lunch period), and after working each additional four hours. ~~Hot meals shall be provided at the Employer's expense in such case, provided hot meals are conveniently available. The entire crew shall not leave the job at one time in the event of an emergency period. Reimbursements for such meals shall not exceed \$15.00 for the first meal or \$13.00 for each additional meal.~~ **The employee and employer may opt to skip the second meal period by mutual consent. However, the employee will still be compensated at two times (2X) the straight time rate for the skipped 30-minute meal period. The employee is not required to remain on the job site to receive their meal period compensation.**

Article III, Section 5 - The following shall be the minimum rate of wages including union dues check-off.

WAGE RATES*
Including Union Dues Check-Off
Effective ~~February 26, 2024~~ June 1, 2026

03/01/27	02/28/28	02/26/29
\$5.90 to be allocated	\$6.00 to be allocated	\$6.10 to be allocated

Effective 03/01/27 - ** Journeyman rate plus 15%
***** Journeyman rate plus 30%**
****** Journeyman rate plus 35%**

Article V, Section 6 - To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. **The employer shall be notified of the transfer no less than 30 days in advance of the intended transfer date. The thirty day period may be waived by mutual consent between the employer and the union.** 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.

Article V, Section 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 ~~ninety (\$0.90) cents~~ **one dollar and forty cents (\$1.40)** per hour for each hour worked. **Effective August 1, 2026, the rate of contribution will increase to one dollar and ninety cents (\$1.90) per hour for each hour worked. Effective March 1, 2027, the fixed contribution amount will move to an amount which is equal to 2.8% of the journeyman wireman base rate of pay. Percentage based rate expires with the contract unless mutually agreed upon to extend. If not extended, the rate will remain at its current value.** This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

~~**Article V, Section 20** - Any electrical employee reporting for work and not assigned to work, unless previously notified by the Employer, shall receive at least one-half a day's pay. In order for this section to be effective, it shall be necessary for the employee completing a job to notify his Employer immediately and find out from the Employer whether or not he will be required to report for some other job.~~

Article V, Section 21: When employees are directed to report to a shop or job and do not start work due to the lack of materials, weather conditions, or other causes beyond their control, they shall receive two hours pay unless previously notified, provided that reasonable means of communication are available. **Cancellation of work notifications must be provided at least two (2) hours prior to the start of shift.** When workmen have started work in the morning or after lunch and the job is stopped by the company or its representative for the above mentioned reasons, the workmen shall be paid to the normal midpoint or normal endpoint of the established work hours, whichever shall apply.

When an applicant for employment is referred to an Employer and is rejected for employment, such applicant shall be reimbursed for expenses incurred in reporting to said Employer in the amount equal to two (2) hours pay at the journeyman rate provided for in this Agreement. However, this provision shall not apply **if the applicant worked for the employer in the previous twelve (12) months or has been terminated for cause in the previous twenty-four (24) months . The pay will also not apply if the applicant** does not have in their possession at the time of application all necessary documents that establish their identity and employment eligibility as required by Form I-9 Employment Eligibility Verification (Rev 6/05/07) and all necessary documents/**certificates** that establish their ~~State Electrical Certification~~ **the posted referral requirements.**

Part II: Bay to Border with Schedule C Wage Rate

- Agreement will be void after 3 years from effective date unless mutually agreed upon to extend.