

2017 - 2020

RESIDENTIAL AGREEMENT

between

LOCAL UNION NO. 413

of the

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

SANTA BARBARA COUNTY, CALIFORNIA

and

SANTA BARBARA DIVISION

of the

CALIFORNIA CENTRAL COAST CHAPTER

NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION

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RESIDENTIAL WIRING AGREEMENT

Agreement by and between the Santa Barbara Division of the California Central Coast Chapter of the National Electrical Contractors Association and Local Union No. 413, 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 California Central Coast Chapter, National Electrical Contractors Association and the term "Union" shall mean Local Union No. 413, IBEW.

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

TYPE OF WORK COVERED BY THIS AGREEMENT

It is mutually agreed that the provisions of this Agreement shall apply to all projects involving the construction, alteration, or repair of single-family houses or apartment buildings of no more than four (4) stories in height.

ARTICLE I

EFFECTIVE DATE-CHANGES-GRIEVANCES-DISPUTES

Section 1.01 This Agreement shall take effect September 1, 2017, and shall remain in effect until August 31, 2020 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1st through August 31st of each year, unless changed or terminated in the way later provided herein.

Section 1.02

(a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 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.

Section 1.05 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.

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 thirty (30) working days of its occurrence shall be deemed to no longer exist.

ARTICLE II

EMPLOYER RIGHTS – UNION RIGHTS

Section 2.01

(a) The Employer recognizes the Union as the sole and exclusive representative of all its Employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

(b) The Employer understands that the Local Union's jurisdiction - both trade and territorial - is not a subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

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

Section 2.03 No member while he remains a member and subject to employment by Employers operating under this Agreement shall himself become a Contractor for the performance of any electrical work.

Section 2.04 All Employees shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later. The Employer shall notify the Union within twenty-four (24) hours of hiring any Employee.

Section 2.05 For all Employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this State, Social Security and other such protective insurance as may be required by the laws of the State in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of Employees.

Section 2.06 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 2.07 The Union reserves the right to discipline its members for violation of its laws, rules, and agreements.

Section 2.08 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 2.09 The Union shall have the right to appoint a Steward at any shop or any job where workmen are employed under the terms of this Agreement. Such Steward shall comply with the recognized duties of a Steward. He 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.

Whenever an Employer wishes to layoff or discharge a Steward, he shall contact the Business Manager of the Local Union not less than forty-eight (48) hours previous to taking such action. However, the Steward shall not be terminated except for just cause, and in such case, shall be handled as a grievance under Article I of this Agreement.

Section 2.10 The 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.

Section 2.11

(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.

(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.

(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.

Section 2.12 The Employer agrees that, if it had not previously done so, it will recognize the Union as the exclusive Collective Bargaining agent for all Employees performing electrical work within the jurisdiction of the Union on all present and future job sites, if and when a majority of the Employer's Employees authorizes the Union to represent them in Collective Bargaining.

Section 2.13 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 or 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 2.14 All workmen shall furnish themselves with the following tools, which are to be kept in excellent working condition:

Tool Box or Pouch	Hacksaw Frame	Allen Wrenches
Knife	Pliers, Channel Lock	Wood Chisel
Measuring Rule	Pliers, Crimping	Level, small
Screwdriver, up to 8"	Pliers, Cutting	Square
Screwdriver, Phillips	Hammer	Lopper
Center Punch	Wire Stripper	Plumb Bob
Pencil	Flashlight	Voltage Indicator
Compass Saw (keyhole)	Adjustable Wrench	
Romex Ripper		
Cordless Screwdriver, charger, and batteries		

The employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them provided the Employer furnished the necessary lockers, tool boxes, or other safe place of storage. Tools must be taken out and put away during working hours.

The Employer shall provide hard hats. Employees will sign out hard hats from Employers; if hard hat is lost, Employee shall be responsible for replacement.

If contractor provides cordless screwdriver (including charge and batteries), Employer will sign out tools; if lost or damaged, Employee will be responsible for replacement.

ARTICLE III

WAGES-HOURS-WORKING CONDITIONS

Section 3.01 Eight (8) hours work between the hours of 8:00 a.m. and 4:30 p.m. with thirty (30) minutes for lunch period (between 12:00 Noon and 12:30 p.m.) shall constitute a work day.

By written mutual agreement between the Employer and the Union, the starting and quitting time may be varied by not more than two hours. There shall be a thirty minute lunch period which shall begin four hours immediately following the regular starting time. A four - ten hour work day shall be permissible when mutually agreed upon between the Employer and the Union.

Section 3.02 All work performed in excess of a regular eight (8) hour day, Monday through Friday, shall be paid at 1½ times the regular straight time rate of pay, and the first eight (8) hours on Saturday shall be paid at 1½ times the regular straight time rate of pay. All work performed in excess of ten (10) hours a day, Monday through Friday, and all work performed on Saturday in excess of eight (8) hours a day or on Sunday or on any of the following holidays – New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day, or days celebrated as such – shall be paid at double (2) times the regular straight time rate of pay, subject to the following exceptions: Holidays falling on Saturday will be observed the previous Friday in lieu thereof. Holidays falling on Sunday will be observed the following Monday in lieu thereof.

Straight time at eight (8) hours per day shall be charged for waiting for pay.

The Employer shall pay workmen 20% of the amount of any payroll check that is returned to the bank for lack of funds.

There shall be two (2) ten-minute (10) rest and nutrition breaks in each work day - one (1) in the first half of the work day and the other in the second half of the work day.

Section 3.03 When workmen are directed to report to the job, such workmen shall be on the job ready to commence work at the regular starting time. All tools and materials shall be stored or put away before quitting time.

Section 3.04 No work shall be performed on Labor Day, except in case of emergency.

Section 3.05 (a) The minimum hourly rate of wages shall be as follows:

WAGE RATE see note 1

CURRENT WAGES:

RESIDENTIAL WIREMAN	\$ 26.00
RESIDENTIAL WIREMAN AT VAFB	\$ 29.75
FOREMAN	110% OF RESIDENTIAL WIREMAN RATE
SUB – FOREMAN	105% OF RESIDENTIAL WIREMAN RATE

NOTE 1:

EFFECTIVE JANUARY 1, 2018:

RESIDENTIAL WIREMAN	\$ 29.00
RESIDENTIAL WIREMAN AT VAFB	\$ 32.75

(a) Effective **January 1, 2019**, the hourly rate shall be increased an additional two dollars and fifty cents (\$2.50) per hour.

(b) Effective **January 1, 2020**, the hourly rate shall be increased an additional two dollars and fifty cents (\$2.50) per hour.

APPRENTICE RESIDENTIAL WIREMAN – SIX (6) PERIODS

<u>Period</u>	<u>Percent of Res Wireman Rate</u>
1	55% of Residential Wireman Rate
2	65% of Residential Wireman Rate
3	70% of Residential Wireman Rate
4	75% of Residential Wireman Rate
5	80% of Residential Wireman Rate
6	90% of Residential Wireman Rate
Completion	100% of Residential Wireman Rate

FRINGES

(b) In addition to the above hourly rates, payments shall be made as follows:

- | | |
|---|--------|
| 1. NEBF (National Pension) | 3% |
| 2. NEIF (Industry Fund) | 1% |
| 3. Apprenticeship Training | \$0.50 |
| 4. Dues (Employee Deduction) | 6.75% |
| 5. National Labor Management Cooperation Fund | \$0.01 |
| 6. Local Labor Management Cooperation Fund | \$0.07 |
| 7. Administrative Maintenance Fund | 0.9% |
| 8. *Central CA IBEW-NECA Pension DC Plan | \$1.00 |
| 9. **401(k) (Optional) | \$1.00 |

*Effective 1/1/18, the Pension contribution shall increase by \$.50 per hour. Effective 1/1/19 the Pension contribution shall increase by \$1.00 per hour. Effective 1/1/20, the Pension contribution shall increase by \$.50 per hour.

** 401(k) is an optional employee deduction.

Section 3.06 Wages shall be paid weekly. Not more than four (4) days wages may be withheld. Wages shall be paid by quitting time on pay day. All Employers shall advise the Union of their pay period, beginning and ending days, and of their weekly pay day.

In the event an Employer fails (a) to pay a worker his wages, either in the form of cash, check or draft by quitting time on pay day or (b) in the event a worker does not receive his pay on the established pay day, waiting time at

the regular straight time 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.

In the event unusual circumstances prevail causing payroll not to be met, the Labor-Management Committee shall rule.

Section 3.07 The Employer shall furnish all necessary tools (except pocket tools) or equipment to properly install and/or do the job. Workmen will be held responsible for the Employer's tools and equipment being stored in a safe manner provided the Employer furnishes a safe and suitable place for the storing of men's clothing and tools.

Section 3.08 Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with the Employer's direction.

Section 3.09 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 3.10

(a) No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction when workmen are ordered to report on the job.

(b) The Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, traveling time, room and board and all other necessary expenses.

Section 3.11 When men are ordered to report at a shop of a job and are not put to work they shall be paid for all time for which they are directed to remain available, but they shall receive no less than two (2) hours pay.

Section 3.12 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 ½) 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 3.13 All requests for applications for employment shall be a minimum of eight (8) hours.

Section 3.14 If the Employer does not provide employment for five (5) consecutive regular working days, unless on approved leave, the Employee shall be terminated.

Section 3.15 All trucks or vehicles used by the Employer to transport men and/or materials to and from a job or in the performance of work covered by this Agreement shall be kept in safe and dependable running condition. All Employer's trucks shall be readily identifiable with the Employer's name or decals painted with contrasting paint at least three (3) inches high on two (2) sides of the vehicle. All trucks or vehicles used by an Employee to transport men to and from a job shall be enclosed and have suitable seating in accordance with State law.

Section 3.16 An itemized detachable statement of all earnings and deductions shall be attached to each paycheck, or provided to the employee if they have consented to have their pay direct deposited to their account.

Employees who adopt a direct deposit option shall not make changes more frequently than every 90 days, and shall provide a 14-day advance notice of the change to the Employer and to the Union.

Section 3.17 Any workman laid off or discharged by the Employer shall be paid for all of his wages immediately. In the event he is not paid immediately, waiting time at the regular rate shall be charged until payment is made, but in no event shall the workman be paid for more than eight (8) hours waiting time at the regular established straight time rate as set forth in Section 3.04 in any twenty-four (24) hour period or calendar day. Waiting time will not be required for errors in workman's severance pay for four (4) hours. However, such error shall be corrected before the end of the Employer's next regular working day (Monday through Friday). The Employee shall pick up the check at the Employer's office or request that it be mailed to him for the amount in error.

Section 3.18 The Employer agrees to deduct and transmit to IBEW/COPE an amount of \$0.05 from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by IBEW/COPE. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

Section 3.19 On all energized circuits or equipment carrying four hundred forty (440) volts or over, as a safety measure, two (2) or more Residential Wiremen must work together.

Section 3.20 No Employees shall be compelled to use a powder actuated tool. Only qualified Employees shall be permitted to use powder actuated tools.

Section 3.21 It is the Employer's exclusive responsibility to insure the safety of its Employees and their compliance with these safety rules and standards.

The Steward shall support the Employer's Safety Procedures.

ARTICLE IV

HIRING PROCEDURE

Section 4.01 The individual Employer shall be free to hire its employees from any source. For the first **ninety (90)** calendar days, a new Employee shall be a probationary Employee and may be terminated by his Employer without a reason being assigned. After the probationary period, an Employee shall be discharged only for just cause or reduction of force for lack of work.

ARTICLE V

RESIDENTIAL TRAINEES

Section 5.01 The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Residential Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency. The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two to four members appointed by the IBEW Local Union and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Residential Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee, where one exists, shall include: interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

Section 5.02 Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee. JATC and subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill unexpired terms shall likewise be in writing. The subcommittee, where one is established by 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, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be maintained by the JATC and its subcommittees, where a subcommittee is properly established.

Section 5.03 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve. The JATC or its subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Residential Labor-Management Committee for resolution.

Section 5.04 Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

Section 5.05 All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 5.06 The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment of all Residential apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job training assignments.

Section 5.07 The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this Agreement, in any classification, until two (2) years after they should have completed the apprenticeship program and they must demonstrate they have acquired the necessary skills and knowledge to warrant the classification of Residential Wireman. Such individual may, however, reapply for Apprenticeship through the normal application and selection process after their indenture has been terminated.

Section 5.08 Though the JATC cannot guarantee any number of apprentices, any Employer signatory to this Agreement shall be entitled to a ratio of two (2) apprentices to one Residential Wireman on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the job site ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible Employer with an apprentice within ten (10) working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 5.09 Each apprentice shall be required to satisfactorily complete the three (3) year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for the National Guideline Standards. The total term of apprenticeship shall not require more than three (3) years of related training.

Section 5.10 The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Residential Apprenticeship and Training Standards. As a condition for completion of apprenticeship, the apprentice may also be required to obtain a license and/or other certification(s) required to work as a Residential Wireman.

Section 5.11 The apprentice is to be under the supervision of a Residential Wireman, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. A Residential Wireman is not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Residential Wireman or Supervisor is required to leave or is absent from the job, respecting any wage and hour regulations that may exist.

Section 5.12 The Employer shall contribute to the local Health and Welfare Plans (*not currently funded*) and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this Agreement.

Section 5.13 Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC.

The JATC may also require the apprentice to acquire any appropriate license required for Residential Wiremen to work in the jurisdiction covered by this Agreement.

Section 5.14 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: \$0.50 cents per hour for each hour paid. This sum shall be due the Trust Fund by the same date as is their payment of the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

FRINGE BENEFITS

Section 6.01 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, unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent. The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

Section 6.02 The Employer shall pay monthly to a depository designated by the Trustees of the Electrical Training Trust of Santa Barbara County a contribution amount as specified in Article III, Section 3.05 per hour paid. These payments together with a monthly payroll report on forms furnished by the Trustees of the Funds shall be forwarded to the depository not later than the fifteenth (15th) day of the following month. If these payments and reports are not mailed to the depository by the twentieth (20th) day of that following month, a damage claim of twenty (\$20.00) dollars or 20%, whichever is greater, will automatically be effective.

Travel time hours, overtime hours, and bonus differentials shall also be calculated and paid as additional hours worked for the purpose of maintaining the Training Program. The sum shall be due the Local existing Joint Apprenticeship Training Fund by the same date as is their payment to the NEBF under the terms of the Employees Benefit Agreement.

Section 6.03 Individual Employers who fail to remit as provided in Sections 6.01 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 made.

Section 6.04

(a) The failure of an individual Employer to comply with the provisions of Sections 6.01 shall also constitute a breach of this Labor Agreement. As a remedy for such violation, the Labor-Management Committee or the Council on Industrial Relations for the Electrical Contracting Industry, 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 such 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 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 VII

NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

Section 7.01 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than 0.2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

(a) 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.

(b) 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 VIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 8.01 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 8.02 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 8.03 Each Employer shall contribute one cent (\$0.01) per hour paid. 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 California Central Coast Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Effective January 1, 2012, each Employer shall contribute six cents (\$.06) per hour paid.

Section 8.04 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 20% 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 IX

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 9.01 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 9.02 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 9.03 Each Employer shall contribute one cent (\$0.01) per hour paid 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 California Central Coast Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04 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 (20%) 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 X

ADMINISTRATIVE MAINTENANCE FUND

Section 10.01 Effective January 1, 2000, all Employers signatory to this Agreement with the California Central Coast Chapter NECA designated as their collective bargaining agent shall contribute 0.9% of the gross wage per hour for each hour paid for each Employee covered by this labor Agreement to the Administrative Maintenance Fund. The fund is to be administered solely by the California Central Coast Chapter, NECA. The monies are for the purpose of administration of the Collective Bargaining Agreement, grievance handling, and all other management duties and responsibilities in this Agreement. No part of the funds collected under this Trust shall be used in any manner which would be detrimental to the International Brotherhood of Electrical Workers or its local unions. The enforcement of delinquent payments is the sole responsibility of the California Central Coast Chapter, NECA.

ARTICLE XI

SUBSTANCE ABUSE

Section 11.01 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.

SEPARABILITY CLAUSE

Should any provision(s) of this Agreement be declared illegal by any court of competent jurisdiction, such provision(s) 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 provision(s) which are in conformity with the applicable law(s).

GENDER LANGUAGE

Whenever the male gender is used in this Agreement, the female gender is also intended.

**SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW AND
REVIEW OF THE NATIONAL OFFICE OF N.E.C.A.**

SIGNED FOR THE CHAPTER

California Central Coast Chapter
National Electrical Contractors Association, Inc.

By _____ Date _____
Robert Jeppesen, Chairman

By _____ Date _____
Shari J. Brunner, Executive Manager

SIGNED FOR THE LOCAL UNION

Local Union No. 413
International Brotherhood of Electrical Workers

By _____ Date _____
Charles Huddleston, Business Manager

By _____ Date _____
Brian Gregory, Business Development

Effective date September 1, 2017
2017 – 2020 Residential Agreement