Local Union No. 413
International Brotherhood of Electrical Workers
A.F.L. - C.I.O.
Santa Barbara County, California

and

The California Central Coast Chapter
of the
National Electrical Contractors Association, Inc.

AGREEMENT by and between
the California Central Coast Chapter, NECA
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, NECA
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.

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 beneficial 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, common-sense methods. 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

SECTION 1.01: This Agreement shall take effect June 1, 2019 and shall remain in effect until May 31, 2022 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.

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 ninety (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 twentieth (20^{th}) 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.

(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 (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (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 (2) are unable to adjust any matter within forty-eight (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 (4) members of the Committee, two (2) 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 Commit-tee 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.

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

SECTION 2.01: No worker subject to employment by Employers operating under this Agreement shall himself become a contractor for the performance of any electrical work as long as he remains a worker under the terms of this Agreement.

SECTION 2.02: The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

SECTION 2.03: The Employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive collective bargaining agency between itself and 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 Employers' employees authorizes the Union to represent them in collective bargaining.

SECTION 2.04: 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 (4) bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two (2) bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for the handling of grievances with the exception that any decision of the 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 2.05: The Employer shall have the right to determine the competency and qualifications of his or their employees and the right to discharge such employees for any just and sufficient cause.

SECTION 2.06: All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later. (*Note: This clause is not applicable where prohibited by law*.)

SECTION 2.07: Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, "Employer" as used herein is defined to mean a person, firm or corporation having these qualifications, and where required possessing a valid State License as an electrical contractor, and maintaining an established place of business for the conducting of an electrical construction and maintenance business, with a telephone, and suitable financial status to meet payroll requirements, and employing not less than one (1) Journeyman, when work is available. An established place of business shall not mean trailers, portable or mobile types of structures.

SECTION 2.08: All vehicles owned or operated by the Employer to transport materials, tools or equipment, and worker or workers, shall display a permanent sign on both sides of such vehicles. Such permanent sign shall bear the firm name in letters at least three inches (3") high. All vehicles normally used for the transportation of workers shall have adequate seats and covers. Employees shall not be discriminated against for refusing to operate vehicles not in compliance with this section.

SECTION 2.09: For all employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance with a company authorized to do business in this State; as well as Social Security and such other protective insurance as may be required by the laws of this State, and shall furnish satisfactory proof of such to the Union. He shall also make further contributions to the California Unemployment Compensation Commission.

SECTION 2.10: It shall not be considered a violation of the Agreement, nor shall any worker be discharged by the Employer if he recognizes another labor organization's picket line which is sanctioned by the Central Labor Council or the Building Trades Council. The Union shall notify the Chapter immediately if an organization secures such sanction.

SECTION 2.11: Should workers leave a job where a picket line is sanctioned by the Central Labor Council or the Building Trades Council, such workers shall carefully put away all tools, material and equipment or other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer by members of the Union for neglect in carrying out this provision, but only when a safe place is provided for such property by the Employer.

SECTION 2.12: The Steward shall be a working Journeyman appointed by the authorized representative of the Union, who shall in addition to his work as a Journeyman be permitted to perform, during working hours, such of his normal Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the Steward a reasonable amount of time for the performance of such duties. Insofar as is practical, he shall be allowed to work whenever other employees covered by the terms of this Agreement are working. The Steward shall receive his regular craft's rate of pay.

The Employer shall notify the Business Manager twenty-four (24) hours prior to the termination of any Steward. In any case in which a Steward is discharged for just cause, the Business Manager shall be notified immediately by the Employer.

However, on jobs where five (5) or more workers are employed the Steward shall not be terminated or transferred without the approval of the Business Manager, except for just cause, and in such cases shall be handled as a grievance under Article I.

When a Steward is appointed to a shop or job the Union representative shall notify the Employer in writing as to the name of the Steward.

Under no circumstances shall an employee be discriminated against by any Employer because of making complaints or giving evidence with respect to any alleged violation of any provision of this agreement.

SECTION 2.13: Whenever twenty percent (20%) of the workers normally employed by the Employers under this agreement become unemployed for a period of two (2) weeks, the question of a reduction in the number of work days in the regular work week shall be taken up by the Labor-

Management Committee, provided for in Article I, Section 6 of this Agreement.

SECTION 2.14: The Representative of the Union shall be allowed access to any shop or job at any time where workers are employed under the terms of this Agreement.

SECTION 2.15: No Employer, or worker, or their agents shall give or accept, directly or indirectly, any rebate of wages. No Employer shall directly or indirectly, or by any subterfuge sublet or contract with any worker any or all of the labor services required by such contract of such Employer.

SECTION 2.16: The policy of the Local Union and its members is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wages, hours, and working conditions.

SECTION 2.17: Not more than two (2) members of a firm (Employer) shall be permitted to work with the tools at any time. A working member of the firm may be the first person on the job. The second person on the job is to be a collective bargaining employee. The third person on the job may be the second working member of the firm. When a firm (Employer) consists of three (3) or more members, they must advise the union; in writing, which two are the designated members of the firm.

This Section 2.17 shall also apply to Saturdays, Sundays, and holidays.

Holders of currently active C-10 licenses in the State of California shall not be allowed to work under the terms of this agreement until submitting written evidence that such license has been or is in the process of being inactivated in accordance with the inactivation rules set forth by the California Contractors State License Board.

SECTION 2.18: 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 provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

SECTION 2.19: It is mutually agreed, upon sixty (60) days written notification to the Chapter, that any portion of the agreed wage settlement may be added to any of the fringe benefits that exist as stipulated by the membership of IBEW Local Union 413.

SECTION 2.20: Each Employer shall furnish a surety bond or such in the amount of ten thousand dollars ($10,000) as a guarantee that wages and fringe payments will be regularly made. Any Employer who has had twelve (12) months of good standing without a default in the payment of fringe benefits will not have to post a surety bond unless he defaults in his fringe payments.

SECTION 2.21: In the event an Employer defaults in the payment of his monetary obligations as stipulated in this Agreement, he shall be required to meet his monetary obligations in the form of cash or cashier's check for a duration of twelve (12) months.

SECTION 2.22: 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 2.23: **(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 fund 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 the cost of the litigation, which have resulted from the bringing of such court action.

SECTION 2.24: 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.

SECTION 2.25: No complaint, dispute or grievance shall be considered, unless written notice is delivered by the aggrieved party to the Union and Chapter within thirty (30) consecutive days from the date on which the alleged complaint, dispute or grievance first occurred except in cases involving the collection of fringe benefit payments.

ARTICLE III

HOURS - WAGE PAYMENTS
APPRENTICES - WORKING CONDITIONS

SECTION 3.01: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. with thirty (30) minutes for a lunch period shall constitute a work day. Forty (40) hours within five (5) work days, Monday through Friday inclusive, shall constitute a work week. The starting time may be varied up to four (4) hours, by mutual agreement between the Union and the Employer.

For all workers covered by the terms of this agreement, the common starting and stopping point for any one contractor's job (for the workday) shall be brass alley/time clock site, job shack or gang box, etc. at a reasonable location on the ground level as selected by the employer and mutually agreed upon between the employer and the union.

A workman required to work during his lunch period shall receive premium pay for this period and a reasonable lunch period shall be provided on the Employer's time. On eight (8) hour work days a lunch period of (30) thirty minutes must be taken no later than the end of the fifth ($5^{th)}$ hour worked unless agreed to by mutual agreement between the Union and the Employer.

There shall be two (2) ten-minute 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. This break shall be taken at the location established by the Employer. The Employee shall be allowed to sit down during this break.

When time clocks, brass, etc., are required by the Employer, employees shall punch such time clocks, brass, etc., on the employer's time.

A four-ten hour work week shall be permissible when mutually agreed upon between the Employer and the Union. Rest breaks on scheduled 10-hour work days shall be fifteen (15) minutes.

Where free parking is not available, the contractor shall reimburse employees (weekly) at the lowest rate available, provided the employee presents a signed and dated receipt or a signed expense voucher for each parking expenditure.

SECTION 3.02: 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 consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31% for all hours worked.

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 time (1 1/2) 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. (Refer to Section 3.06 (b) for compensation on high time rates.)

SECTION 3.03:

SCHEDULED OVERTIME:

Scheduled shall mean notification to the employees by regular quitting time on the previous work day. On a scheduled ten (10) hour work day, meals shall be taken in
five (5) hours. On scheduled overtime, the employees shall furnish their own meals.

UNSCHEDULED OVERTIME:

In the event the schedule is less than five (5) work days, the Employer shall reimburse the employees one-half hour at the overtime rate for mealtime loss. Lunch periods of thirty (30) minutes shall be taken every four (4) hours on the employer's time. The Employer shall also provide a meal for all meal periods during unscheduled overtime in excess of two (2) hours over the regular, (Section 3.01) eight (8) hours work day.

(This Section not applicable if working a four-ten hour work week as described in Section 3.01).

SECTION 3.04: (a): All work performed outside of the regularly scheduled working hours, (Section 3.01), and on Saturdays, Sundays, and 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, Christmas Eve Day, Christmas Day and New Year's Eve Day or days celebrated as such, shall be paid at double the regular time rate of pay subject to the following exceptions.

Holidays falling on Saturday will be observed the previous Friday in lieu thereof. When any of the above holidays fall on Sunday, the following Monday shall be observed in lieu thereof.

Double the regular straight time rate of pay shall be paid for work performed on Saturday that immediately follows a Friday Holiday".

Exceptions to the above stated hours:

1. Time and one half the straight time rate of pay shall be paid for the first two (2) hours beyond the normal work day, (Section 3.01), and the first eight (8) hours of the Saturday work day
(6:00 a.m. to 4:30 p.m.).

2. On a four tens schedule, time and one half the straight time rate of pay shall be paid for the first two (2) hours beyond the normal work day, (Section 3.01), and the first eight (8) hours of the regular off day. (either Monday or Friday)

Any contractor scheduling regular overtime work shall first notify the Local Union. The Union shall be notified of all emergency overtime worked, the next working day.

(b): Workers from other jobs shall not be brought in to work overtime until all qualified workers on the job have been offered the opportunity.

The Steward shall maintain a record of all overtime and premium hours. The Employer assures that all workers will be offered an equal opportunity to perform such work as practical.

SECTION 3.05: No work shall be performed on Labor Day except in case of emergency to save life or property.

SECTION 3.06: **(a):** Where workers are required to work under compressed air or where gas masks or respirators are required by qualified safety engineers or where workers are required to work underground or in tunnels or shafts, they shall be paid a hazardous wage rate of one and one-half times the prevailing straight time hourly wage rate for all such work during regular working hours. These areas shall be considered as hazardous areas during construction, and all workers shall remain on the hazardous wage rate until these areas are declared non-hazardous by a State of California Safety Engineer. In the event workers are required to work in any of the areas covered by the hazardous clause outside of the regular working hours or on Saturdays, Sundays or recognized holidays, then the hazardous wage rate shall be at two and one-half times the regular straight time rate of pay.

(b): On jobs where workers are required to work from trusses, swinging scaffolds, open ladders, scaffolds, JLG Type Lifts, bosun's chairs, stacks, or the maintenance of towers or open platforms where the worker is subject to a direct fall or where he has to work from a ladder or other support from a platform within five (5) feet of any direct fall a distance of fifty (50) feet from the ground floor or supporting structure, they shall be paid at double the regular straight time rate of pay for all such work. Safety nets, if used, will not invalidate any part of this high time clause. In the event workers are required to work in any of the areas covered by this high time clause outside of regular working hours, or on Saturdays, Sundays, or recognized holidays, then the high time rate shall be three (3) times the regular straight time rate of pay.

SECTION 3.07: Effective June 1, 2019, the minimum rate of wage compensation for all workers shall be as follows:

Fringes & Deductions

Health & Welfare	$10.98 – Apprentice Art. 6.01(b)
Local Pension (Pension A)	$6.20 - Apprentice % Art. 6.02
Training Trust	$1.00
N.E.B.F.	3%
Industry Fund	1%
Annuity Fund (Pension B)	$2.02 - Apprentice % Art. 6.02
Administrative Maintenance Fund	0.9%
Labor Management Co-Op	$0.31 (Employer Contribution)
*Working Dues Assessment	6.75%
*Voluntary COPE Check Off	0.25%
*401(k) (Optional)	zero ($0.0), $1.50, $3.00, $4.50, $6.00, $7.50 or $9.00

***Deduction**

Working Dues Assessment and COPE shall be included in the gross wage rate for the purpose of tax deductions and shall be shown on the employee's check stub. The fringe benefits listed above, with the exception of Working Dues, and COPE, are not included in the hourly wage rates listed below.

Travel Time hours, Overtime hours, High Time hours, Hazardous hours and Bonus Differentials shall also be calculated and paid as additional hours worked.

Should the Prevailing Wage be changed or modified, the Agreement will be reopened within fourteen (14) days to discuss any potential problems arising from such decision and only concerning Prevailing Wage.

Each Employer bound by a Letter of Assent agrees to be bound by all the terms and conditions of the Agreement and Declaration of Trust establishing the NECA-IBEW Family Medical Care Plan, and also the Central California IBEW – NECA Pension Trust Fund, and agrees further to be bound by all of the obligations imposed there under and any modifications or changes therein to any of the Declaration of Trusts.

EFFECTIVE June 1, 2019:

WAGE RATE (See Note 1)

	S.B. County Hourly Wage Rate	V.A.F.B. Hourly Wage Rate
GENERAL FOREMAN* . .	$51.55	$55.30
FOREMAN**	$47.26	$51.01
JOURNEYMAN.	$42.96	$46.71
JRY. WIREMAN WHEN SPLICING	$44.96	$48.71
JRY. WIREMAN WHEN WELDING	$43.71	$47.46

* General Foreman hourly wage rate shall be 120% the Journeyman hourly wage rate.

**Foreman hourly wage rate shall be 110% the Journeyman hourly wage rate.

NOTE 1: (a) Effective January 1, 2020, the hourly rate shall be increased an additional one dollar and twenty-nine cents ($1.29)

(b) Effective January 1, 2021, the hourly rate shall be increased an additional one dollar and thirty-two cents ($1.32)

(c) Effective January 1, 2022, the hourly rate shall be increased an additional one dollar and thirty-six cents ($1.36)

NOTE 2: The following rate differentials shall apply.

Welder when welding	JW rate + $0.75
Splicer when splicing	JW rate + $2.00

APPRENTICE SCALES
5 YEAR PROGRAM

	SB County	VAFB
1st period @ 40%.	$17.18	$20.93
2nd period @ 45%. . . .	19.33	23.08
3rd period @ 50%.	21.48	25.23
4th period @ 60%.	25.78	29.53
5th period @ 75%.	32.22	35.97
6th period @ 90%.	38.66	42.41

First (1st) year apprentices shall participate in Health plans, ETT & NEBF only and unindentured apprentices shall participate in Health plans and NEBF only.

NOTE 3: (a) Effective June 1, 2019 – NECA/IBEW Family Medical Care Plan contribution for apprentices shall be six dollars and twenty-five cents ($6.25) per hour.

(b) Effective January 1, 2020 – NECA/IBEW Family Medical Care Plan contribution for apprentices shall be six dollars and forty-three cents ($6.43) per hour.

(c) Effective January 1, 2021 – NECA/IBEW Family Medical Care Plan contribution for apprentices shall increase up to an additional thirty cents ($0.30) per hour.

(d) Effective January 1, 2022 – NECA/IBEW Family Medical Care Plan contribution for apprentices shall increase up to an additional thirty-four cents ($0.34) per hour.

FIRST (DAY) SHIFT WAGE RATES:

(See Article 3.02 - Shift Clause)

(Day Shift – 8:00 am to 4:30 pm - 8 Hours Pay @ Regular Rate)

SANTA BARBARA COUNTY	6/1/2019	1/1/2020 *	1/1/2021 *	1/1/2022 *	
Journeyman	$ 42.96	$ 44.25	$ 45.58	$ 46.95	
Foreman	$ 47.26	$ 48.68	$ 50.14	$ 51.65	
General Foreman	$ 51.55	$ 53.10	$ 54.70	$ 56.34	
JW Splicing	$ 44.96	$ 46.25	$ 47.58	$ 48.95	
JW Welding	$ 43.71	$ 45.00	$ 46.33	$ 47.70	

VAFB	6/1/2019	1/1/2020 *	1/1/2021 *	1/1/2022 *	
Journeyman	$ 46.71	$ 48.00	$ 49.33	$ 50.70	
Foreman	$ 51.01	$ 52.43	$ 53.89	$ 55.40	
General Foreman	$ 55.30	$ 56.85	$ 58.45	$ 60.09	
JW Splicing	$ 48.71	$ 50.00	$ 51.33	$ 52.70	
JW Welding	$ 47.46	$ 48.75	$ 50.08	$ 51.45	

APPRENTICES SANTA BARBARA COUNTY	6/1/2019	1/1/2020 *	1/1/2021 *	1/1/2022 *	
1st Period @ 40%	$ 17.18	$ 17.70	$ 18.23	$ 18.78	
2nd Period @ 45%	$ 19.33	$ 19.91	$ 20.51	$ 21.13	
3rd Period @ 50%	$ 21.48	$ 22.13	$ 22.79	$ 23.48	
4th Period @ 60%	$ 25.78	$ 26.55	$ 27.35	$ 28.17	
5th Period @ 75%	$ 32.22	$ 33.19	$ 34.19	$ 35.21	
6th Period @ 90%	$ 38.66	$ 39.83	$ 41.02	$ 42.26	

APPRENTICES VAFB	6/1/2019	1/1/2020 *	1/1/2021 *	1/1/2022 *	
1st Period @ 40%	$ 20.93	$ 21.45	$ 21.98	$ 22.53	
2nd Period @ 45%	$ 23.08	$ 23.66	$ 24.26	$ 24.88	
3rd Period @ 50%	$ 25.23	$ 25.88	$ 26.54	$ 27.23	
4th Period @ 60%	$ 29.53	$ 30.30	$ 31.10	$ 31.92	
5th Period @ 75%	$ 35.97	$ 36.94	$ 37.94	$ 38.96	
6th Period @ 90%	$ 42.41	$ 43.58	$ 44.77	$ 46.01	

* Please be advised allocation of wages is subject to change due to benefit requirements.

SECOND (SWING) SHIFT WAGE RATES:

(See Article 3.02 - Shift Clause)

(Swing Shift - 4:30 pm to 1:00 am - 8 Hours Pay @ Regular Rate + 17%)

SANTA BARBARA COUNTY	6/1/2019	1/1/2020 *	1/1/2021 *	1/1/2022 *	
Journeyman	$ 50.26	$ 51.77	$ 53.32	$ 54.92	
Foreman	$ 55.29	$ 56.94	$ 58.65	$ 60.41	
General Foreman	$ 60.31	$ 62.12	$ 63.98	$ 65.90	
JW Splicing	$ 52.60	$ 54.11	$ 55.66	$ 57.26	
JW Welding	$ 51.14	$ 52.65	$ 54.20	$ 55.80	

VAFB	6/1/2019	1/1/2020 *	1/1/2021 *	1/1/2022 *	
Journeyman	$ 54.65	$ 56.16	$ 57.71	$ 59.31	
Foreman	$ 59.68	$ 61.33	$ 63.04	$ 64.80	
General Foreman	$ 64.70	$ 66.51	$ 68.37	$ 70.29	
JW Splicing	$ 56.99	$ 58.50	$ 60.05	$ 61.65	
JW Welding	$ 55.53	$ 57.04	$ 58.59	$ 60.91	

APPRENTICES SANTA BARBARA COUNTY	1/1/2019	1/1/2020 *	1/1/2021 *	1/1/2022 *	
1st Period @ 40%	$ 20.10	$ 20.71	$ 21.33	$ 21.97	
2nd Period @ 45%	$ 22.62	$ 23.30	$ 23.99	$ 24.71	
3rd Period @ 50%	$ 25.13	$ 25.89	$ 26.66	$ 27.46	
4th Period @ 60%	$ 30.16	$ 31.06	$ 31.99	$ 32.95	
5th Period @ 75%	$ 37.70	$ 38.83	$ 39.99	$ 41.19	
6th Period @ 90%	$ 45.23	$ 46.59	$ 47.99	$ 49.43	

APPRENTICES VAFB	6/1/2019	1/1/2020 *	1/1/2021 *	1/1/2022 *	
1st Period @ 40%	$ 24.49	$ 25.01	$ 25.72	$ 26.36	
2nd Period @ 45%	$ 27.00	$ 27.69	$ 28.38	$ 29.10	
3rd Period @ 50%	$ 29.52	$ 30.28	$ 31.05	$ 31.85	
4th Period @ 60%	$ 34.55	$ 35.45	$ 36.38	$ 37.34	
5th Period @ 75%	$ 42.08	$ 43.22	$ 44.38	$ 45.58	
6th Period @ 90%	$ 49.62	$ 50.98	$ 52.38	$ 53.82	

* Please be advised allocation of wages is subject to change due to benefit requirements.

THIRD (GRAVEYARD) SHIFT WAGE RATES:

(Graveyard Shift - 12:30 am to 9:00 am - 8 Hours Pay @ Regular Rate + 31%)

SANTA BARBARA COUNTY	6/1/2019	1/1/2020	1/1/2021	1/1/2022	
		*	*	*	
Journeyman	$ 56.28	$ 57.97	$ 59.71	$ 61.50	
Foreman	$ 61.91	$ 63.77	$ 65.68	$ 67.65	
General Foreman	$ 67.53	$ 69.56	$ 71.65	$ 73.80	
JW Splicing	$ 58.90	$ 60.59	$ 62.33	$ 64.12	
JW Welding	$ 57.26	$ 58.95	$ 60.69	$ 62.48	

VAFB	6/1/2019	1/1/2020	1/1/2021	1/1/2022	
		*	*	*	
Journeyman	$ 61.19	$ 62.88	$ 64.62	$ 66.41	
Foreman	$ 66.82	$ 68.68	$ 70.59	$ 72.56	
General Foreman	$ 72.44	$ 74.47	$ 76.56	$ 78.71	
JW Splicing	$ 63.81	$ 65.50	$ 67.24	$ 69.03	
JW Welding	$ 62.17	$ 63.86	$ 65.60	$ 67.39	

APPRENTICES SANTA BARBARA COUNTY	6/1/2019	1/1/2020	1/1/2021	1/1/2022	
		*	*	*	
1st Period @ 40%	$ 22.51	$ 23.19	$ 23.88	$ 24.60	
2nd Period @ 45%	$ 25.32	$ 26.09	$ 26.87	$ 27.68	
3rd Period @ 50%	$ 28.14	$ 28.99	$ 29.86	$ 30.75	
4th Period @ 60%	$ 33.77	$ 34.78	$ 35.83	$ 36.90	
5th Period @ 75%	$ 42.21	$ 43.48	$ 44.78	$ 46.13	
6th Period @ 90%	$ 50.64	$ 52.17	$ 53.74	$ 55.35	

APPRENTICES VAFB	6/1/2019	1/1/2020	1/1/2021	1/1/2022	
		*	*	*	
1st Period @ 40%	$ 27.42	$ 28.10	$ 28.79	$ 29.51	
2nd Period @ 45%	$ 30.23	$ 31.00	$ 31.78	$ 32.59	
3rd Period @ 50%	$ 33.05	$ 33.90	$ 34.77	$ 35.66	
4th Period @ 60%	$ 38.68	$ 39.69	$ 40.74	$ 41.81	
5th Period @ 75%	$ 47.12	$ 48.39	$ 49.69	$ 51.04	
6th Period @ 90%	$ 55.56	$ 57.08	$ 58.65	$ 60.26	

* Please be advised allocation of wages is subject to change due to benefit requirements.

SECTION 3.08: Sick pay: The parties to this agreement hereby agree to waive the requirements of Article 1.5 (commencing with section 245) of the California Labor Code and California Labor Code Section 2810.5. An employer who is signatory to the inside agreement shall not be required to comply with said statute, and any employee working under the Inside Agreement shall not have any right or cause of action against any signatory employer or Local Union party to this agreement for violations of said statute. If the above referenced California Labor Code sections are modified or replaced, the parties agree to meet and negotiate those modifications or new sections. The parties agree to write a Memorandum of Understanding outlining the changes or new sections will be negotiated for the following agreement.

SECTION 3.09: 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.

Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon thirty (30) day advance written notification between the Employee and Employer with notification copied to the Union. Employees using direct electronic deposit shall receive an accounting of payroll and deductions no later than five (5) days of deposit. This option shall be voluntary on the part of the Employer and Employee.

In the event an Employer fails (a) to pay a worker his wages, either in the form of cash, check, draft or direct electronic deposit by quitting time on pay day; (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. When an Employee's paycheck is short by ten percent (10%) or less, the Employer has until their next established pay day to correct the error in full or the previous penalty will be enforced from that next established payday.

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

SECTION 3.10: **(a):** Any worker laid off or discharged by the Employer shall receive a termination slip and shall be paid all of his wages immediately. The Union Office shall be faxed or mailed a copy of the laid off workers termination slip no later than the end of the business day that the worker is laid off. In the event an Employer fails to pay a worker his wages, waiting time at the regular straight time rate of pay shall be charged until payment is made. Waiting time shall not exceed eight (8) hours in any one twenty-four (24) hour period.

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

SECTION 3.11: When workers are directed to report to the shop, or job, and do not start work due to weather conditions, lack of materials, or other causes beyond their control, they shall receive two (2) hours' pay, unless notified one (1) hour prior to reporting time. It shall be the employee's responsibility to notify the Employer of his whereabouts. Any Employee not reporting for work on any regular work day must notify his Employer of such action one (1) hour prior to reporting time.

Any workers called for duty outside their regular working hours for emergency or service work shall receive a minimum of one (1) hour pay at the overtime rate; however, any workers called for duty outside their regular working hours on construction projects that are in progress shall receive a minimum of two (2) hours pay at the overtime rate. (If a worker has worked four (4) or more hours immediately prior to starting his regular work day, he shall receive the overtime rate until relieved from duty for one (1) shift.) This does not deny the Employer, or his representative, from notifying his employees at any time each day not to report the following day in the event of inclement weather.

SECTION 3.12: Any worker reporting for work and being laid off shall receive a minimum of two (2) hours pay. Any worker being laid off shall be notified in sufficient time for personal tool pick-up on the Employer's time, or be paid accordingly.

SECTION 3.13: **(a):** On jobs requiring five (5) or more workers, working under the terms of this Agreement, one shall be designated as Foreman by the Employer. An Employer shall have the right to appoint his Foreman. They shall be a Journeyman Wireman.

(b): The Employer shall have the right to call a Foreman by name provided:

1) The Employee has not quit his previous Employer within the past thirty (30) days.
2) The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman provided the name appears on the highest priority group.
3) When an Employee is called as a Foreman, he must be paid as a Foreman for the duration of his employment as a Foreman. If he continues to work for the employer but is no longer performing duties of a Foreman, his pay may be reduced to Journeyman following nine months.

SECTION 3.14: No Foreman of one (1) job shall at the same time perform work or supervise work on another job. On non-residential work a Foreman may work with the tools until eight (8) workers, not including the Foreman, are employed on the job, then he shall act in a supervisory capacity only. This shall not preclude him from incidental handling of material or accessing enclosures for inspection. A Foreman shall not supervise more than twelve (12) workers.

When more than one (1) crew is required by this or subsequent articles on any given job or project, one Foreman shall be designated as General Foreman. He shall be permitted to act as Foreman over one (1) of the crews. When a third (3rd) crew or Foreman is added, each of the three (3) shall have its own Foreman and the General Foreman shall act as General Foreman only. A General Foreman shall not supervise more than four (4) crews on any given job or project.

SECTION 3.15: On jobs having a Foreman, workers are not to take directions or orders or accept the layout of any job from anyone except their Foreman. This does not deny the Employer or his representative the right to give directions, orders, or layout through the proper channels.

SECTION 3.16: On all jobs requiring five (5) or more Journeymen, at least every fifth (5th) Journeyman, if available, shall be fifty (50) years of age or older.

SECTION 3.17: All Journeymen working under the terms of this Agreement shall be required to furnish the following tools:

Allen wrenches to 3/8”
File
Hacksaw frame
Chisel: Wood & Cold
Flashlight
Hammer

Knife
Nut drivers to 9/16 (spin tights)
Punch, center
Square
Non-contact voltage tester (Tic tracer)
Tool box, bag or bucket
Voltage tester (wiggy type)
End wrenches 3/8" to ¾"
Screwdrivers:as needed (not to exceed 10)
Pliers: Tongue & groove (channel locks)
Diagonal cutting
Sidecutters (linemans)

Level, small (torpedo)
Pencil
Saw, drywall/keyhole
Tape measure, 12' to 25'
Tin snips
Tool pouch w/belt
Wire stripper
Wrenches, Adjustable end (Crescent type)
Taps, handle and drill bits: 6-32 to ¼-20

Optional tools

Folding rule
Long nose pliers
Reamer for conduit

Plumbob
Level, no-dog

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

(Employer to replace all drills and taps damaged on any job; also will have all saws sharpened for employees.)

SECTION 3.18: The Employer shall furnish all other necessary tools or equipment. Workers shall be held responsible for the tools or equipment issued them provided the Employer furnishes the necessary lockers, tool boxes, or other safe places for storage. The Employer shall furnish a suitable place for the employees to leave their tools during the time that the employees are off the job or project.

SECTION 3.19: Workers under the terms of this Agreement shall be allowed the use of power tools and powder-actuated tools. However, no worker shall be discriminated against by reason of his refusal to use, work with, or be in the vicinity where a powder-actuated tool is being used.

SECTION 3.20: Workers shall install all electrical work in a safe and workmanlike manner and in accordance with applicable codes.

SECTION 3.21: A Journeyman shall be required to make corrections on improper workmanship for which he is responsible, on his own time and during regular working hours, unless errors were made by order of the Employer or the Employer's representative. Correction of workmanship to be made only after a fair investigation by the Employer and Business Manager of the Union. Employers shall notify the Union of workers who fail to make corrections and the Union assumes full responsibility for the enforcement of this provision.

SECTION 3.22: **(a):** All Electrical Employers may establish headquarters (basing points) at the following post offices, in the following cities: Santa Barbara, Goleta, Carpinteria, Santa Maria, Orcutt, Lompoc, Solvang, Guadalupe and Los Alamos.

The normal work zones for employees within the jurisdiction of Local Union No. 413 are as follows:

Zone A	Santa Barbara, Carpinteria and Goleta
Zone B	Santa Maria and Orcutt
Zone C	Lompoc
Zone D	Solvang

There shall be no travel expense on Military Reservations.

The Employer may furnish transportation and pay for traveling time from shop to job, job to job, and job to shop.

The Free Zone shall include everything west from the straight line extending from the intersection of Alamo Creek Road and Highway 166 to the northwest to the intersection of 34 degrees 30 minutes latitude and the eastern edge of Santa Barbara County, not inclusive of offshore work. (See attached map for further detail - Exhibit A).

On all jobs or projects outside of the established zone, as stated above in this Agreement, employees may be required to report to the job site in their own transportation at the regular starting time and remain on the job site until the regular quitting time and these employees shall be paid fifty dollars ($50) travel expense per day worked.

For this purpose, "day worked" shall mean at least one-half (1/2) of the regular working hours as stated in this Agreement, on any given day. If an employee is not permitted to work on a regularly scheduled work day due to unfavorable weather, lack of materials or for the Employer's convenience, he shall be paid travel expenses for each day.

When a recognized holiday falls on Tuesday, Wednesday, or Thursday, the employee on a travel expense job shall be paid expenses for that holiday, provided he has not refused to work any of the regular work days of that week. If a full day's work is scheduled and the employee requests time off for his own convenience, the expense rate shall be prorated.

It is mutually agreed that an electrical contractor with an established shop inside the jurisdiction of Local Union No. 413, who sets up one (1) or more permanent branch shops anywhere within the jurisdiction of Local Union No. 413, will not be permitted to transfer workers working under the terms of this Agreement from one shop to another, unless such Employer complies with all of the terms of this Agreement. (Refer to Article II, Section 7, of this Agreement.)

(b): No employee requested to report to a job site in his own transportation will be required to move to another job site or report to another shop on the same work day unless transported in the Employer's vehicle during regular working hours. The Employer will be required

to return the employee to the reporting job site before the close of each day.

Any worker who is employed on a particular job site or at an established shop in this jurisdiction who is required to report to a job site outside of his normal work zone shall not receive transportation and daily travel time or travel expense if that jobsite is located in an established free zone. If required to remain away from home overnight he shall receive either room and board or travel expense. The employee's

normal work zone shall be determined by his first reporting place.

The point of embarkation for all offshore facilities shall be considered job site for the purpose of establishing working hours and/or daily travel expense.

SECTION 3.23: Carrying tools or materials to or from the job shall be considered time worked and no worker shall carry tools or materials outside of working hours, except when workers are using an Employer's vehicle to drive to and from their home to the Employer's shop or job.

SECTION 3.24: SCOPE OF WORK

Workmen employed under the terms of this Agreement shall perform all electrical-electronic construction, installation, retrofit or erection work and all electrical-electronic maintenance thereon, including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation of all electrical lighting, heating and power equipment.

This Agreement covers the installation, construction and maintenance of any electrical system that is covered by the National Electrical Code. The contractor and the workers employed under the terms of this Agreement shall perform the following work: Blueprint reading, layout, the handling, moving and installation, retrofit and/or removal of electrical or electronic material, equipment or apparatus including rigging, forklift operations, movement and transport of all electrical equipment and material by any means; install all raceways, temporary or permanent whether inside, outdoors, underground, concealed, surface or overhead, and poles specifically used to support electrical fixtures or equipment. This shall also include such work as the chasing, channeling and coring of concrete. Raceways are to include any enclosed metallic or nonmetallic materials and their encasement, designed expressly for holding electrical wires, cables or bus bars and the support thereof. The installation of bonding and grounding systems, lightning protection, cathodic protection, current carrying conductors, fiberoptic conductors, cables, pull ropes or wires and the operation of equipment to install such; energized or de-energized systems; all electrical or electronic construction and erection work; installation and connecting of motors, controllers, generators, all lighting fixtures, supports and controllers. The work shall also include installing temporary lighting, landscape lighting, lighting systems and the adjusting, focusing or refocusing thereof. Installation of all electrical and electronic equipment, electronic systems, communication systems, photo-voltaic systems, solar, wind generating systems, all other renewable power generating systems, power storage systems and equipment, fire alarm, voice-data-video systems, audio, security, CCTV, and surveillance with all related control wiring, terminations and devices, up to and including the final running test and any related instrumentation work. Such work as welding, heat stress for welds, burning, brazing, bending, drilling and shaping of all copper, channel iron, angle iron, I beams and brackets to be used in connection with the installation and erection of electrical wiring or equipment. The installation and maintenance of all temporary wiring and of all electrical lighting, heating, power equipment and generating systems. The cutting, threading, bending of all conduit whether metallic or non-metallic, by hand or machine and installation of such conduit. The work also covers the installation of street lighting, traffic signals and intelligent transportation systems and all associated work.

All work, including but not limited to medium voltage of joining, splicing, and insulating, and the placing of flame proof covering where wiped lead joints are necessary, shall be performed by cable splicers. Journeymen only shall be used in assisting cable splicers. Cable splicers shall not be required to work on wires or cables where the difference in potential is over three hundred (300) volts between any two (2) conductors or between any conductor and ground, unless assisted by another journeyman. In no

case shall cable splicers be required to work on energized cables carrying in excess of four hundred and forty (440) volts.

SECTION 3.25: The handling and moving on the job site of all electrical materials, equipment, and apparatus to be installed shall be done by workers covered by this Agreement.

SECTION 3.26: Where power driven equipment is used on a job, same shall be operated by Journeymen or under their immediate supervision. This shall include band saws, fork lifts, cable tuggers, etc.

SECTION 3.27: Where pipe cutting, threading and bending machines are used under the terms of this Agreement on the job or in the shop, the cutting, bending and threading of all conduit and the prefabrication and assembly of all components, brackets, supports and materials to be installed shall be performed by the workers employed under the terms of this Agreement.

SECTION 3.28: Any worker restrained from working after having worked less than four (4) hours shall receive pay for four (4) hours. Any worker temporarily laid off after having worked more than four (4) hours, but less than eight (8) hours, shall receive pay for a minimum of eight (8) hours.

SECTION 3.29: Fifth (5^{th}) year apprentices are not included in the Journeyman Wireman to Apprentice ratio as referred in Article V.

ARTICLE IV
REFERRAL PROCEDURE

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

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

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

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

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

JOURNEYMAN WIREMAN - JOURNEYMAN TECHNICIAN

Group I All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that Local Union unless and until the applicant designates another local union as his or her Group I Local Union. If an applicant qualifies for Group I status in a Local Union other than his or her home Local Union and designates that local as his or her Group I Local Union, the Business Manager of the new Group I status Local Union shall by electronic means notify the Business Manager of the applicant's former Group I status Local Union.

Group II All applicants for employment who have four (4) or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

Group III All applicants for employment who have two (2) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

Group IV All applicants for employment who have worked at the trade for more than one (1) year.

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

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

SECTION 4.08: "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: Santa Barbara County.

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

SECTION 4.09: "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

SECTION 4.10: An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) years' experience in the trade.

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

SECTION 4.12: An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

SECTION 4.13: Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

SECTION 4.14: An applicant who is discharged for cause two (2) times within a twelve (12) month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three (3) business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: 1) require the applicant to obtain further training from the JATC before again being eligible for referral; 2) disqualify the applicant for referral for a period of four (4) weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; 3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or 4) restore the applicant to his/her appropriate place on the referral list.

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

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

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

(c)

SECTION 4.16: An Appeals Committee is hereby established composed of one (one) member appointed by the Union, one (1) member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

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

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

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

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

ARTICLE V

APPRENTICESHIP AND TRAINING

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

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

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

SECTION 5.02: All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a four (4) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

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

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

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

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

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

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

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two (2) years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

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

SECTION 5.09: Though the JATC cannot guarantee any number of apprentices; if a qualified Employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available

person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

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

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

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.
The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

SECTION 5.11: The Employer shall contribute to the NECA/IBEW Family Medical Care Plan and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this Agreement.

SECTION 5.12: Each job site shall be allowed a ratio of two (2) apprentice(s) for every three (3) Journeyman Wiremen (man).

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

The first person assigned to any job site shall be a Journey-man Wireman.

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

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

Apprentices who have satisfactorily completed the first four (4) years of related classroom training using the NJATC curriculum and accumulated a minimum of six thousand five hundred (6,500) hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

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

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

SECTION 5.15: The parties to the Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.
The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

SECTION 5.16: All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate is referenced in Section 3.08. 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 VI

FRINGE BENEFITS & DEDUCTIONS

SECTION 6.01: **(a):** The Employer shall make contributions to the NECA/IBEW Family Medical Care Trust Fund for all employees who are part of the bargaining unit.

(b): The contributions required under this Agreement for each employee described in paragraph 1 shall be made, at the rates set by the Board of Trustees of the Fund. Currently the rate for a Journeyman for Plan 16 coverage is $10.98 per hour. The base rate is $9.98 per hour plus $1.00 per hour to be applied to each individual's Special Fund Account (SFA).

The current base rate for an Apprentice for Plan 15 coverage is $5.36 per hour, and the total apprentice contribution shall be $6.25 per hour for all apprentices, any excess contributions will be deposited in a Special Fund Account, (SFA). Effective January 1, 2020 the contribution shall increase to $6.43 per hour, effective January 1, 2021, the contribution shall increase per plan base rate increase up to $6.73 per hour and effective 1/1/22, the contribution shall increase per plan base rate increase up to $7.07 per hour. These contributions shall be due on the 15th day of the month following the month in which work is performed.

(c) Employees described in paragraph 1 shall be eligible for family coverage under the NECA/IBEW Family Medical Care Trust Fund Plan 16 for a Journeyman and Plan 15 for an

Apprentice. Eligibility shall be determined under the provisions of the NECA/IBEW Family Medical Care Trust Fund Plan 16 for Journeyman and Plan 15 for Apprentices.

(d) The Employer adopts and agrees to be bound by all the terms and provisions of the Agreement and Declarations of Trust and Plan creating the NECA/IBEW Family Medical Care Trust Fund as fully as if the Employer was an original party. The Employer acknowledges receipt of these documents. The Employer designates the management Trustees as its representative on the Fund and authorizes the Trustees to enter into appropriate agreements for the administration of the Fund. The Employer agrees to be bound by and to ratify all actions taken by the Trustees pursuant to the powers granted them under the Trust Agreements.

(e): The Employer shall pay monthly to a depository designated by the Trustees of this fund. 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.

SECTION 6.02: (a): The parties to this Agreement hereby establish the Central California IBEW-NECA Pension Trust Fund. Each signatory Employer shall contribute the sum specified in Article III, Section 3.07 of this Agreement for each hour worked by each employee covered by this Agreement. This is in addition to the wage rates stated in this Agreement. Travel time hours, overtime hours, high time hours, hazardous hours, and bonus differentials shall be calculated and paid as additional hours worked.

Contributions to the Pension Trust on behalf of apprentices shall be based on their specific percentage rate of Journeyman. (Section 3.07)

(b): The Employer shall pay monthly to a depository designated by the Trustees of this Fund. 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.

NEBF:

SECTION 6.03: 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 (IBEW) 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 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 6.04: The depository selected by the funds described in Sections 6.01 and 6.02 above shall also receive from the Employer working dues as authorized by an individual voluntary authorization. Such working dues shall be those provided in the approved Local Union By-Laws, certified to the Employer by the Local Union, as regularly required of all members from time to time pursuant to applicable law, and as to those employees required to be members pursuant to Section 2.06 of this Agreement.

SECTION 6.05: The Employer agrees to deduct and transmit to IBEW-COPE an amount of 0.25% 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 to a depository designated by the parties to this Agreement and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

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 .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man hours.

2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one (1) 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

SAFETY

SECTION 8.01: On all energized circuits or equipment carrying 480 volts or over, as a safety measure, two or more Journeymen must work together, one standing by and wearing rubber gloves.

SECTION 8.02: Adequate safety and protective devices shall be supplied the workers by the Employer on all work in accord with the Safety Orders of the Industrial Accident Commission and the Joint Safety Committee. They shall also observe instructions that are not in conflict with the Safety Orders of the Industrial Accident Commission and recognized practices in the trades.

All Employers working under the terms of this Agreement shall also furnish proper sanitation facilities and drinking water in proper containers on all jobs where such is not properly furnished by the Prime Contractor.

SECTION 8.03: All Employers working under the terms of this Agreement shall be required to furnish an adequate First Aid Kit on all trucks and job sites.

SECTION 8.04: On any job where workers are exposed to radioactive materials and/or radiation in excess of one-tenth of the Maximum Permissible Limits (MPL), as established by the International Commission on Radiation Protection, the Employer shall employ a qualified Journeyman radiation monitor working under the terms of this Agreement. Such radiation monitor shall determine the location of hazardous zones and shall be responsible for the radiation hazards therein. He shall maintain permanent records and accurate time checks on all workers entering and leaving such zones, including radiation dosages of all personnel emerging from the radiation zone. He shall also be in charge of any decontamination of personnel, their tools, materials or equipment.

The radiation monitor shall report to and be subject to the Steward and the supervising electrician on the job.

SECTION 8.05: Employees shall not be terminated or otherwise discriminated against for refusing to expose himself to what may be an unsafe situation.

ARTICLE IX

SANTA BARBARA COUNTY LABOR-MANAGEMENT COOPERATION COMMITTEE

SECTION 9.01: 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 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 LMCC, as provided in said Agreement and Declaration of Trust.

SECTION 9.03: Each employer shall contribute nine cents ($.09). 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 fifteen percent (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 X

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

SECTION 10.01: 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 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 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 10.02: 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 10.03: Each employer shall contribute one cent ($.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The California Central Coast Chapter, NECA, or its designee, shall be the collection agent for this Fund.

SECTION 10.04: 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 fifteen percent (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 XI

ADMINISTRATIVE MAINTENANCE FUND

SECTION 11.01: All employers signatory to this labor agreement with the California Central Coast Chapter, NECA as their collective bargaining agent shall contribute the sum specified in Article III, Section 3.07 of this Agreement for each hour paid by each employee covered by this labor agreement to the Administrative Maintenance Fund. The moneys are for the purpose of administration of the collective bargaining agreement, grievance handling, and all other management duties and responsibilities in this agreement. The fund is to be administered solely by the Chapter. No part of the funds collected under this trust shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its local unions. The enforcement of delinquent payments is the sole responsibility of the California Central Coast Chapter, NECA and not the Local Union.

ARTICLE XII

OILFIELD AND OFFSHORE WORK CONDITIONS

SECTION 12.01: All new and maintenance construction on onshore oil company installations that are manned exclusively by building trades craftsmen, shall be performed under the terms and conditions of the Inside Wireman Agreement as specifically stated in Article III.

SECTION 12.02: In the oilfields, work performed under the terms and conditions of Article 12 shall not require premium pay on any high time worked.

SECTION 12.03: On offshore installations all provisions of Article III shall apply except as specifically provided for in Section 12.03 through 12.09.

SECTION 12.04: Eight (8) hours worked between the hours of 6:00 a.m. and 6:00 p.m. with a thirty (30) minute lunch period will constitute a work day. Forty (40) hours within five (5) such consecutive work days, shall constitute a work week.

SECTION 12.05: Hours worked on the sixth (6^{th}) and seventh (7^{th}) day in a week shall be paid as follows:

a) Work performed on the sixth (6^{th}) day, not to exceed twelve (12) hours per day, shall

be paid for at time and one-half the straight time rate of pay.

b) All work performed in excess of twelve (12) hours per day, the seventh (7^{th}) day in a week and the holidays listed in Article III, Section 3.04 (a) shall be paid for at double the straight time rate of pay.

c) All maintenance work performed on the seventh (7th) day, not to exceed twelve (12) hours per day, shall be paid for at the time and one-half (1 ½) the straight time rate of pay.

d) All new construction performed on the seventh (7th) day shall be paid for at the double (2X) the straight time rate of pay.

SECTION 12.06: All travel including, but not limited to, boat, helicopter and airplane transport, to and from offshore installations shall be on company time with time commencing at the designated reporting location and required reporting time, i.e., at the pier, airport, etc. Travel time shall include standby time and actual travel time and shall be paid at the straight time rate of pay. Travel/standby time shall be a maximum of four (4) hours at the straight time rate, after which all time shall be considered time worked and paid for cumulatively with hours worked that same day or shift.

SECTION 12.07: Any workman required to live offshore shall receive a minimum of twelve (12) hours pay per day at the appropriate rate.

SECTION 12.08: Any workman called offshore for duty outside his regular working hours shall receive a minimum of four (4) hours pay at double the straight time rate of pay. When living offshore any workman called for duty outside his regular shift shall receive a minimum of two (2) hours pay at double the straight time rate of pay.

SECTION 12.09: On offshore installations, when the employee is required to remain away from home, the Employer shall furnish room and board, towels, soap and linens. Clean sterilized blankets shall be furnished at the beginning of each job and every thirty (30) days thereafter. All employees will be furnished with a locker, lock and at least one hundred (100) square feet of living quarters, which shall comply with the California State Housing Code. Only employees working under the terms of this Agreement shall be housed together. When working under the terms of this Agreement, employees shall eat their meals in facilities provided them by a civilian catering service, when available.

SECTION 12.10: If drilling starts before construction is complete, workers shall be paid at the rate of time and one-half the straight time hourly rate during regular working hours. This pay rate shall continue in effect until the platform has been inspected mechanically and electrically by a State of California Safety Engineer and a written statement by a State of California Safety Engineer stating compliance prevails.

In the event workers are required to work outside of the regular working hours, or on Saturdays, Sundays, or recognized holidays, the wage rate shall be two and one-half (2 ½) times the regular straight time rate of pay.

SECTION 12.11: When required to live offshore:

a) All work performed on the eighth (8th) through twelfth (12th) consecutive day, not to exceed twelve (12) hours shall be paid at one and one half (1 ½) times the straight time rate of pay.

b) All work performed from the thirteenth day (13th) day and beyond shall be paid at double (2 x) the straight time rate of pay until the worker has had two (2) consecutive days of onshore leave (days off).

ARTICLE XIII
CODE OF EXCELLENCE

SECTION 13.01: The parties to this Agreement recognize that to meet the needs of our customers, both Employer and Employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

SEPARABILITY CLAUSE

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.

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 7-30-19
Donald M. Tate, Chairman

By _____ Date 7-30-19
Shari J. Brunner, Chapter Manager

SIGNED FOR THE LOCAL UNION

Local Union No. 413
International Brotherhood of Electrical Workers

By _____ Date 7-30-19
Charles Huddleston, Business Manager

By _____ Date 8/5-19
Matt Russell, President

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

November 25, 2019

Lonnie R. Stephenson, Int'l President
This approval does not make the International a party to this agreement

Effective date June 1, 2019
2019-2022 Inside Agreement

Rev 7/29/19 CVH/SB