

**RESIDENTIAL
AGREEMENT**

2021 - 2024

between

International Brotherhood

of

Electrical Workers

AFL-CIO

and

The San Diego Chapter

National Electrical Contractors Association, Inc.

Covering

San Diego and Imperial Counties

California

Effective June 1, 2021 through May 31, 2024

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RESIDENTIAL AGREEMENT

Agreement by and between the San Diego County Chapter, National Electrical Contractors Association and Local Union 569, IBEW

It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the San Diego County Chapter, National Electrical Contractors Association and the term "Union" shall mean Local Union 569, IBEW.

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

TYPE OF WORK COVERED BY THIS AGREEMENT

It is mutually agreed that the provisions of this Agreement shall apply to all units built primarily for family residence, which are wired in non-metallic cable, MC cable, or flexible conduit only and do not exceed five stories. Podiums and underground attached garages do not count as floors and are included under the scope of this agreement regardless of wiring method. Any parking structure not underneath the main building shall not be included under this scope of this Agreement. Family residences/dwellings are defined as single family homes, duplexes, condominiums, apartments and other work the parties may mutually agree upon. The scope of this agreement shall include all types of work performed on family residences including new construction, photovoltaic installations, remodeling, maintenance and repair work.

ARTICLE I (CIR)

EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

Section 1.01. This Agreement shall take effect June 1, **2021** and shall remain in effect until May 31, **2024** 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 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force

and effect until a conclusion is reached in the matter of proposed changes.

(d). Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

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

Section 1.03. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

GRIEVANCES - DISPUTES

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 representatives of each of the parties to this Agreement. In the event that these two 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 members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08. Should the Labor-Management Committee fail to agree or to adjust any matter,

such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09. When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10

(a) All grievances or disputes brought by either party under Article 1, Section 1.04 shall be filed within seven (7) working days of the occurrence, giving rise to the grievance or dispute. The working day period shall not commence to run until the date the aggrieved learned or reasonably should have learned that he or she had grounds for a complaint or grievance. In no event, however, shall any grievance be filed later than thirty (30) days following the alleged violation on which the grievance is based.

ARTICLE II EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01. RESIDENTIAL CONTRACTOR QUALIFICATIONS.

(a) Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. An Employer who contracts for electrical work is a firm (sole proprietorship, partnership, or corporation) whose business is that of ELECTRICAL CONTRACTING, having these qualifications, and maintaining a permanent place of business, and a suitable financial status to meet payroll requirements. To determine financial responsibility, each Employer requesting an Agreement must submit a financial statement prepared by a Certified Public Accountant. The Employer's place of business shall be manned during the regular working hours or have connected thereto a telephone answering service.

(b) **EMPLOYERS WORKING ON THE JOBSITE.** Not more than one (1) member of a firm (Employer) shall be permitted to work with the tools at any time on work covered by this Agreement. Such working member of the firm (Employer) shall have certain qualifications, knowledge, experience, and shall perform work only during the regular working hours under the terms of this Agreement.

(1) Subsection (a) requires that a firm must have suitable financial status to meet payroll requirements. To insure the continued financial responsibility of the firm, if a firm should designate one of its member who does not have a substantial financial interest in the firm, as working member of the firm, the first must include along with the written notice to the Union, the personal guarantee of such member. Such guarantee shall cover all payroll requirements of the firm, including the payment of all wages and fringe benefits due.

(c) LICENSE. Members of the union, except those meeting the requirement of "Employer" as defined herein, shall not contract for any electrical work. Any member of the IBEW possessing a C-10 license while subject to employment under terms of this Agreement, shall maintain same on an inactive status.

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

Section 2.03. 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 thirtieth day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.04. For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of employees.

Section 2.05. PORTABILITY. An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges 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 a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.06. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.07. The Union has the right to discipline its members for violation of its laws and agreements.

Section 2.08. The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this 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 or 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 2.09. CONTRACTING LABOR WITH WORKMEN. No Employer shall directly or indirectly sublet or contract with any workman not meeting the qualifications of a Contractor under the terms of this Agreement, any or all of the labor services required by such contract of such Employer.

Section 2.10. STEWARDS. (a) Stewards may be appointed for all shops and jobs and the Union shall notify the Employer, in writing, the name of any Steward so appointed. Stewards may be appointed by, may be removed by, are subject to the authority of and shall report to the Business Manager. Employers shall have the right to discharge a Steward, but discharge shall not take place until after the Business Manager has been given forty-eight (48) hours' notice, which shall be confirmed in writing. Disagreement on lay-off shall be subjected to the grievance provision of this Agreement.

If the Business Manager so desires, a personal meeting may take place between the Business Manager or his representative and the Employer within this forty-eight (48) hour period.

(b) Job Stewards shall, with equal impartiality, see that the working conditions of this Agreement are adhered to by both Employers and employees, and that sufficient time be allowed for him to carry on his duties. Disputes on this issue to be referred to the Labor-Management Committee for settlement.

Section 2.11. UNION ACCESS. The representatives of the Union shall be allowed access to any shop or any job where workmen are employed under the terms of this Agreement,

provided there will be no interference with any work being performed. The Employer will be notified in advance of any jurisdictional meeting at the jobsite.

Section 2.12. TOOLS Residential Wiremen shall provide themselves with all hand tools and a battery powered drill motor necessary to perform their work. Employers shall furnish all other necessary tools and equipment, power tools and ladders.

Workmen will be held responsible for the tools and equipment issued to them, providing the Employer furnishes the necessary lockers, toolboxes, or other safe places for storage.

Section 2.13. EQUIPMENT SIGNS. All Employer equipment using public streets and driven by workmen under the terms of this Agreement shall bear permanent identification signs, seals, decals, or stickers of not less than one hundred and forty-four square inches (144 sq. in.) in area visible from the outside of said equipment. These signs shall not be magnetic type.

ARTICLE III HOURS-WAGES-WORKING CONDITIONS

Section 3.01. HOURS. A normal work day is eight (8) consecutive hours of work between 7:00 a.m. and 3:30 p.m. with not more than a thirty (30) minute lunch period. A single shift of eight (8) consecutive hours between 6:00 a.m. and 6:00 p.m. may be established by the Employer for a given jobsite. Verbal notification to the Business Manager of the Union shall be given, prior to commencing work, with written confirmation by the Employer to follow unless otherwise permitted in this Agreement.

Section 3.02. OVERTIME. (a) All work performed during the four (4) hour period after the regular work day Monday through Friday and for the first eight (8) hours on Saturday shall be paid at one and one-half (1 1/2x) times the employee's regular rate of pay, unless otherwise permitted in this Agreement.

Example: Monday through Friday: 8 hours; regular rate of pay. Hour 9 through 12; one and one-half (1 1/2x) times the regular rate of pay. Saturday; 8 hours; one and one-half (1 1/2x) times the regular rate of pay.

(b) All work performed in excess of twelve (12) hours Monday through Friday, or in excess of eight (8) hours on Saturdays, or on Sunday and listed Holidays, shall be paid at double (2x) times the employee's regular rate of pay, unless otherwise permitted in this Agreement.

Example: Monday through Friday: Hour 13 through 24; double (2x) times the regular rate of pay. Saturday: Hour 9 through 24; double (2x) times the regular rate of pay. Sundays and Holidays: double (2x) times the regular rate of pay.

(c) Listed Holidays are as follows:

New Year's Day Memorial Day Labor Day Thanksgiving Day

*President's Day Fourth of July Veteran's Day Friday After Thanksgiving

Christmas Day

If any of these days fall on Sunday, the following Monday shall be considered the Holiday. If Christmas or New Year's falls on Saturday, the Friday preceding will be considered the Holiday. Other Holidays which fall on Saturday shall be celebrated on that day.

Martin Luther King's birthday (3rd Monday in January) and Cesar Chavez's birthday (March 31st) may also be taken as a personal holiday to recognize their contribution to organized labor. Employees must give notice in the prior week if work is to be missed. No employee will be penalized for taking this time off of work. If work is performed on this day, it will be paid at the regular rate of pay.

*President's Day is to be celebrated on the same day as the Federal holiday.

(d) Acceptance or rejection of overtime work shall be voluntary on the part of each individual employee. When individual employees voluntarily accept overtime work, they shall be expected and required to work the number or hours agreed upon. Any concerted action to refuse overtime work shall be a violation of this bargaining agreement.

(e) When electricians are required to work overtime later than 6:30 p.m., they shall be allowed thirty (30) minutes for lunch on their own time, between 6:00 p.m. and 6:30 p.m. and every four (4) hours thereafter, electricians shall be allowed thirty (30) minutes on their own time, except in cases of emergency. The Employer shall provide sufficient time to enable the employees, on their own time, to obtain a meal or make a meal available at the jobsite during the thirty (30) minute meal period.

(f) The employee may voluntarily agree to piece work. In the event the employer and the employee mutually agree to a compensation plan based on piece work and the employee is at a minimum being compensated the minimum required by state law, then nothing in this Agreement shall prohibit or infringe upon that plan.

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

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

Section 3.05. Residential Journeyman Pay

6-1-2021 \$35.74

8-30-21 \$37.28

6-6-22 \$38.85

6-5-23 \$40.50

RESIDENTIAL APPRENTICE WIREMAN- SIX (6) PERIODS

Rates Effective 6-01-21

	1 st Period	2 nd Period	3 rd Period	4 th Period	5 th Period	6 th Period
	42%	50%	58%	66%	74%	82%
Wages	15.01	17.87	20.73	23.59	26.45	29.31
Pension	0.05	0.05	0.05	0.05	0.05	0.05
H & W	5.95	5.95	5.95	5.95	5.95	5.95
NEBF 3%	0.45	0.54	0.62	0.71	0.79	0.88
JATC	0.56	0.56	0.56	0.56	0.56	0.56
EMDT	0.10	0.10	0.10	0.10	0.10	0.10
LM COOP	0.05	0.05	0.05	0.05	0.05	0.05

Rates Effective 8-30-21

	1 st Period	2 nd Period	3 rd Period	4 th Period	5 th Period	6 th Period
	42%	50%	58%	66%	74%	82%
Wages	15.66	18.64	21.62	24.60	27.59	30.57
Pension	0.05	0.05	0.05	0.05	0.05	0.05
H & W	6.20	6.20	6.20	6.20	6.20	6.20
NEBF 3%	0.47	0.56	0.65	0.74	0.83	0.92
JATC	0.56	0.56	0.56	0.56	0.56	0.56
EMDT	0.10	0.10	0.10	0.10	0.10	0.10
LM COOP	0.05	0.05	0.05	0.05	0.05	0.05

Rates Effective 6-6-22

	1 st Period	2 nd Period	3 rd Period	4 th Period	5 th Period	6 th Period
	42%	50%	58%	66%	74%	82%
Wages	16.32	19.43	22.53	25.64	28.75	31.86
Pension	0.05	0.05	0.05	0.05	0.05	0.05
H & W	6.20	6.20	6.20	6.20	6.20	6.20
NEBF 3%	0.49	0.58	0.68	0.77	0.86	0.96
JATC	0.56	0.56	0.56	0.56	0.56	0.56
EMDT	0.10	0.10	0.10	0.10	0.10	0.10
LM COOP	0.05	0.05	0.05	0.05	0.05	0.05

Rates Effective 6-5-23

	1 st Period	2 nd Period	3 rd Period	4 th Period	5 th Period	6 th Period
	42%	50%	58%	66%	74%	82%
Wages	17.01	20.25	23.49	26.73	29.97	33.21
Pension	0.05	0.05	0.05	0.05	0.05	0.05
H & W	6.20	6.20	6.20	6.20	6.20	6.20
NEBF 3%	0.51	0.61	0.70	0.80	0.90	1.00

JATC	0.56	0.56	0.56	0.56	0.56	0.56
EMDT	0.10	0.10	0.10	0.10	0.10	0.10
LM COOP	0.05	0.05	0.05	0.05	0.05	0.05

Section 3.05 SHIFT WORK. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be 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 (8) 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 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) hours 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 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least a five (5) consecutive days' duration unless mutually changed by the parties to this Agreement.

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

There shall be no pyramiding of overtime rates and double the straight-time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.06. PAY DAY. Each Contractor shall post in his place of business a notice specifying a day and hour, not later than four thirty (4:30) o'clock P.M. as pay day (not Saturday, Sunday or Holiday) and not more than five (5) days' pay shall be held back unless special permission is obtained from the Business Manager of the Union.

Section 3.07. Workmen shall install all electrical work in a safe and workman-like manner and in accordance with the Employer's direction.

Section 3.08.

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

(b) When workmen are directed by the Employer to report to the Employer's Shop, the Employer shall furnish transportation and pay for traveling time from shop to job, job to job, and job to shop.

(c) Any employee using his own transportation for traveling from shop to job, job to job and job to shop shall be paid a travel allowance at the current IRS rate per road mile for each road mile traveled.

Section 3.09. When men are directed to report to a job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive a minimum of two (2) hours' pay, provided the Foreman or shop has been contacted by the employee prior to reporting for work. The Employer shall furnish employees with a telephone number, which will have authorized personnel available worked.

Section 3.10. SAFETY. (a) Adequate safety and protective devices shall be supplied workmen by the Employer on all energized circuits or equipment and on all hazardous work, in accordance with applicable Safety Orders of the Division of Industrial Safety of the State of California and/or CAL-OSHA.

(b) No workman shall be discriminated against by reason of his refusal to use, work with, or in the vicinity where an explosive activated tool is being used.

(c) All provisions of the California State Division of Industrial Safety pertaining to the use of the tool shall apply.

(d) A copy of the above provisions shall be kept in the tool supply kit at all times while the tool is in use.

Section 3.11. RESIDENTIAL JOURNEYMAN TRAINING.

(a) Each Residential **Journeyman** shall complete a minimum of ten (10) hours per year in some form of training in any of the following areas:

1. Technical Theory Classes
2. Technical "Hands On" Classes
3. Electrical Code Classes
4. Safety, First Aid and CPR Training
5. Foremanship
6. Customer Relations Classes
7. Basic Communications and other Personal Developmental Courses

8. Other Training Classes, Seminars or Courses provided by the Local Union 569 Joint Apprenticeship and Training Committee.

Residential **Journeyman** who successfully completes such training shall be issued certificates verifying the fact that such training was completed.

Section 3.12. VEHICLES. No workman shall be required to use his own vehicle in a manner considered to be unfair to other workmen or themselves. Nothing in this section or in Section 3.12 will preclude California state law, and employees will not suffer liability due to these provisions.

Section 3.13. EMPLOYER-OWNED EQUIPMENT AND TOOLS:

It shall not be a violation of this Section for employees to carry, in their own vehicles, the Employer issued tools.

Neither the employee nor the Union will bear any financial liability because of Section 3.11 & Section 3.12.

The employee shall not be held responsible for lost or stolen tools.

Section 3.14. 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.

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 the 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. 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 selections 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.

RESIDENTIAL WIREMAN

GROUP I. All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Residential Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least six months in the last two 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 1 status local union shall by electronic means notify the business manager of the applicant's former group 1 status local union.

GROUP II

All applicants for employment who have two or more years' experience in the trade and who have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Residential Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III-

All applicants for employment who have two or more years' experience in the trade.

Section 4.06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 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. DEFINITIONS. "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: San Diego and Imperial County.

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

Section 4.09. "Resident" means a person who has maintained his permanent home in the above geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as is 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 I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has two years' experience in the trade.

Section 4.11. Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 4.05 above shall be referred to the Residential Training Subcommittee for their consideration as a Trainee.

Section 4.12. 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 4.13. 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 4.14. (a) 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 order of their places 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. 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 the GROUP.

(b) An applicant who is discharged for cause two times within a twelve-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 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 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 applicant to his/her appropriate place on the referral list.

Section 4.15. The only exception which shall be allowed in this order of referral is when the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 4.16. An Appeals Committee is hereby established composed of one member appointed by the Union, one 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 Article IV Sections 4.04 through 4.13 of this Article. The Appeals Committee shall have the power to make a final and binding decision of 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 Article and its decisions shall be in accord with this Agreement.

Section 4.18. A copy of the Referral Procedure set forth in this Article 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 4.19. A representative of the Employer or 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 4.20. 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 4.21. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

ARTICLE V FRINGE BENEFITS

Section 5.01. PENSION. (a) Each signatory Employer shall make monthly contributions into

the San Diego Electrical Pension Trust Fund in the amount of ten (\$.10) cents per hour for each hour worked by each Residential Journeyman classification.

Section 5.02. HEALTH AND WELFARE. The Employer shall provide Health and Welfare coverage to all Residential Journeyman covered by this agreement through the "A" Plan at a contribution rate of \$5.95 per hour worked offered by the San Diego Electrical Health and Welfare Trust. **Effective August 30, 2021, this amount will increase to six dollars and twenty cents (\$6.20) per hour worked.**

Section 5.03 SAN DIEGO JOINT APPRENTICESHIP AND TRAINING FUND. All Employers subject to the terms of this Agreement shall contribute fifty-six (\$0.56) cents per hour for each hour worked by each employee covered by the terms of this Agreement for the purpose of allowing employees to participate in JATC training. This sum shall be due to the Trust Fund by the same date as is the payment to the Health and Welfare and Pension Trust.

Section 5.04 SAN DIEGO ELECTRICAL INDUSTRY EDUCATION AND MANPOWER DEVELOPMENT TRUST (EMDT). Each signatory employer shall make a monthly EMDT contribution of \$0.10 per hour worked for Residential Journeyman classification only to the Electrical Industry Trust.

Section 5.05 LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC). Effective Each signatory employer shall make a monthly LMCC contribution of \$0.05 per hour worked to the Electrical Industry Trust.

. NATIONAL LABOR-MANAGEMENT COOPERATION (NLMCC)

Section 5.06. 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 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 5.07. NATIONAL ELECTRICAL BENEFIT FUND. It is agreed that in accord with the National Employees Benefit Agreement (NEBF) as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the 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 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) hour's 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 his Labor Agreement.

From May 31, 2005 forward, any part of wages may be used for fringe benefits as requested by the Local Union if NECA is given at least six (6) months notification prior to the effective date of such change. All Changes must comply with State and Federal laws. Limitations contained in Section 5.02 are applicable to this provision.

Section 5.08. DUES DEDUCT. (a)The Employer agrees to deduct and forward to the Financial Secretary of the Local Union—upon receipt of a voluntary written authorization—the additional

working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

(b) The employer agrees to deduct and transmit to the International Brotherhood of Electrical Workers Local 569 Committee on Political Education an amount of \$0.10 each hour from the wages of each employee who voluntarily authorizes such contributions on the form provided by IBEW Local 569.

Section 5.09. EMPLOYER REPORTS. (a) Each Employer shall report monthly to the Trustees in writing upon the forms provided and mailed to him by the Trustees, the names of all his employees, together with total hours worked by each of said employees during each month. The Employer shall include payment and such other information as may be properly required by the Trustees or carriers.

Each contribution to the Trust Fund shall be made promptly and in any event on or before the 15th day of the month following in which it accrued, on which date said contribution, if not paid in full, shall be delinquent.

The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Trust Fund is essential to the maintenance of these funds; therefore, any amount determined by the Trustees of such Trust Funds as liquidated damage shall be due and payable upon the day immediately following the date on which the contributions become delinquent.

(b) The Trustees of the Trust Funds are hereby authorized to examine and audit any signatory Employer's records of account which are pertinent to the payment of contributions to the respective Trust Funds, including all payroll records, time cards, day sheets, payroll checkbooks, and Federal and State Employment Reports. Audits shall be conducted periodically at the Employer's place of business unless otherwise agreed by the Trustees. Employers agree that the records will be made available to the Trustees of the Trust Funds or its agents within seven (7) working days from the date such audit is requested. If such audit discloses that there had been under reporting by the Employer, he shall be chargeable for the under-reported amount and any delinquency charges that may be due. In the absence of adequate hourly time records, the gross monies received by the employee shall be divided by the basic hourly rate to determine the hours worked by the employee and to compute the amount of contributions due the respective Trust Funds by the Employer.

The Trustees shall establish audit procedures and shall determine the specific method for implementing such procedures to the extent provided for in the Trust Documents.

(c) The Trustees, to the extent provided for in the Trust, shall be entitled to and may file legal action for the collection of any and all contributions and delinquency charges due and owing by any and all Employers hereunder and in the event such action is maintained and filed, in addition to recovering of payments due and owing liquidated damages and legal rate of

interest, the Employers hereunder agree to pay all costs of such suit or suits, together with reasonable attorney fees.

(d) Continued failure on the part of any Employer to make prompt payments of his contribution to the Trust or the failure to make the required reports and payment shall be deemed to be a breach of the collective bargaining agreement and the Employer shall be subject to the grievance procedure as provided for in this Agreement. The parties to this Agreement shall require the Employer to make any and all payments due or to become due by him under the terms of this Agreement.

ARTICLE VI NATIONAL ELECTRICAL INDUSTRY FUND

Section 6.01. NATIONAL ELECTRICAL INDUSTRY FUND.

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 per cent (25) of all productive electrical payroll in excess of 75,000 manhours paid for electrical work in anyone Chapter area during anyone calendar year, but not exceeding 150,000 man-hours.
2. One hundred per cent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in anyone Chapter area during anyone calendar year.
3. (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 VII CODE OF EXCELLENCE

Section 7.01. 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 required by the IBEW and NECA.

ARTICLE VIII
SEPARABILITY CLAUSE. NON-DISCRIMINATION

Section 8.01. 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.

Section 8.02. NON-DISCRIMINATION.

It is the continuing policy of the Employer and the Union that the provisions of the Collective Bargaining Agreement shall be applied to all employees without regard to race, sex, age, color, religious creed or national origin.

Dated: _____

SIGNATURES – 2021 – 2024 RESIDENTIAL AGREEMENT

LOCAL UNION 569, 1BEW

SAN DIEGO CHAPTER, NECA

Joseph Heisler, President

Robert W. Friar, President

Jeremy Abrams, Business Manager

Andrew Berg, Executive Manager