

2016 - 2019

RESIDENTIAL AGREEMENT

BETWEEN

LOCAL UNION 73

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND

EASTERN DIVISION, INLAND EMPIRE CHAPTER  
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

COVERING ALL RESIDENTIAL ELECTRICAL WORK IN ADAMS, FERRY, LINCOLN,  
PEND OREILLE, SPOKANE, STEVENS, AND WHITMAN COUNTIES OF WASHINGTON

AND

BENEWAH, BONNER, BOUNDARY, CLEARWATER, IDAHO, KOOTENAI,  
LATAH, LEWIS, NEZ PERCE, AND SHOSHONE COUNTIES OF IDAHO

EFFECTIVE APRIL 1, 2016 THROUGH MARCH 31, 2019

SUBJECT TO APPROVAL BY THE  
INTERNATIONAL OFFICE OF THE IBEW

AND

NECA NATIONAL OFFICE

## PREAMBLE

Agreement by and between the Eastern Division, Inland Empire Chapter, NECA, Inc., and Local Union 73, 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 Eastern Division, Inland Empire Chapter, NECA, Inc. and the term "Union" shall mean Local Union #73, IBEW.

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

## SCOPE OF WORK

The provisions of this Agreement shall only apply to construction, alterations and/or repair of all units built solely for family residence, including mobile homes, single family residences, triplexes, quadraplexes and apartments or condominiums not to exceed three stories including ancillary structures (as defined in WAC 296-46B-920) built in conjunction therewith.

## ARTICLE I

### EFFECTIVE DATE

### CHANGES

### GRIEVANCES

### DISPUTES

1.1 This Agreement shall take effect April 1, 2016 and shall remain in effect until March 31, 2019 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from April 1 through March 31 of each year, unless changed or terminated in the way later provided herein.

1.2(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.

1.2(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.

1.2(c) The existing provisions of this Agreement, including this article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes

1.2(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.

1.2(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.

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

1.3 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.

1.4 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.

1.5 There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

1.6 All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

1.7 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four (4) 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. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

1.8 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.

1.9 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

2.1 Management's Rights - 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.

2.2 The Chapter recognizes the Union as the exclusive representative of all employees performing work under this Agreement within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, on the type of work as defined herein.

2.3 Employers maintaining current membership in IBEW Local 73 shall be permitted to work with the tools, however no member subject to employment by other Employers operating under this Agreement shall himself become a contractor for the performance of any electrical work.

2.4 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.

2.5 All employees 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. The Employer shall notify the Union in writing within forty-eight (48) hours after employment of name, address, Social Security number, and rate of pay of each employee who is employed under the terms of this Agreement.

In the event that a workman fails to render the admission fee or a member of the Union fails to maintain his membership in accordance with the provisions of this Section, the Union shall notify the Employer in writing and such written notice shall constitute a request to the Employer to discharge said individual within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) for failure to maintain a continuous good standing in the Union.

2.6 For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation insurance with a company authorized to do business in the state, Social Security, and such other protective insurance as may be required by laws of this state and shall make contributions to the state Unemployment Compensation. He shall file with the Union proof of such coverages.

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

2.8(a) 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 Subsection (b) 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.

2.8(b) 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 buildings, structure or other work, will be deemed a material breach of this Agreement.

2.8(c) All charges of violations of Subsection (b) 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.

2.9 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.

### ARTICLE III

#### HOURS

#### WAGES

#### EXPENSES

#### WORKING CONDITIONS

3.1 Ten (10) consecutive hours between 6:00 a.m. and 7:30 p.m., except for thirty (30) minutes lunch period, shall constitute a regular workday. The starting and quitting times for each job shall be subject to variance by mutual agreement. Forty (40) hours within five (5) days, Monday through Saturday inclusive, shall constitute the workweek unless changed by mutual consent. There shall be a thirty (30) minute lunch period, which shall begin no longer than five (5) hours following the regular starting time. Work performed during the lunch period on the construction jobs only shall be paid for at the overtime rate. All work performed outside the regularly scheduled hours, Monday through Saturday, shall be paid at one and one-half (1 ½) times the regular straight time rate of pay.

All work performed on Sundays and the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, or days celebrated as such, shall be paid for at two (2) times the regular straight time rate of pay. Employees shall be allowed sufficient time to secure tools and equipment and change personal protective clothing such as bibs. Wash up is allowed. Workmen shall not report at a shop or job more than fifteen (15) minutes prior to starting

the regular workday.

Four (4) ten (10) hour days may be worked upon approval of the Business Manager.

A ten (10) minute coffee break will be given to employees in their work area or assigned area. The break is to be staggered for customer's convenience and scheduled to meet jobs need as determined by the employer. There shall be two per shift.

Breaks start when an employee ceases working at his/her working location and ends when the employee resumes working at his/her working location.

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

3.3 No work shall be performed on Labor Day except in case of an emergency.

3.4 Effective in the first full pay period following April 1, 2016 the minimum hourly rate of wages shall be as follows:

RESIDENTIAL WIREMAN	\$19.20
FOREMAN	120% OF RESIDENTIAL WIREMAN RATE
SUB-FOREMAN	110% OF RESIDENTIAL WIREMAN RATE

APPRENTICE RESIDENTIAL WIREMAN      FOUR (4) PERIODS

1ST PERIOD	<u>50</u> % OF RESIDENTIAL WIREMAN RATE
2ND PERIOD	<u>60</u> % OF RESIDENTIAL WIREMAN RATE
3RD PERIOD	<u>70</u> % OF RESIDENTIAL WIREMAN RATE
4TH PERIOD	<u>80</u> % OF RESIDENTIAL WIREMAN RATE
COMPLETION	100%

\*Effective April 1, 2016 (*paid retroactively*) there shall be a Residential Wireman compensation increase of \$.60 per hour to be allocated by the union. Effective October 1, 2016 there shall be a \$.55 increase to be allocated by the union. Effective April 1, 2017 there shall be a \$1.00 increase to be allocated by the union. Effective April 1, 2018 there shall be a \$1.00 increase to be allocated by the union.

Any increases to present benefits can be taken from negotiated wages on the effective date of wage change and/or contract anniversary as the membership elects.

3.5 Wages shall be paid weekly not later than quitting time on Friday and not more than five (5) days wages may be withheld at that time, except when a job is outside of the thirty (30) mile radius of the city limits of Spokane, five (5) days wages may be withheld. Each Employee shall inform the



Contractor of their choice to have their paycheck mailed, if mutually agreed to electronically transferred, or pick it up at the Employer's main office on Friday. An itemized statement of earnings and deductions shall be supplied for each pay period. Checks mailed or electronically transferred and not received by Friday shall carry a one hundred dollar (\$100.00) late penalty. For mailed checks this penalty shall only apply if the check is postmarked later than Wednesday. This late penalty shall only be assessed if the check arrives after Friday and the Employee retains the envelope with the postmark date stamp. If the Employee has not received the paycheck by the start of the day shift on Monday, the Employer shall deliver a replacement check to the job site by the end of the day shift or be subject to a one hundred dollar (\$100.00) penalty. Whether or not the fault of the Employer, Employers who violate these provisions more than three (3) times in any six (6) months shall forfeit the right to mail paychecks for a period of one (1) year. A NSF check shall be treated as if the Employee did not receive a check. The Employee shall be paid eight (8) hours at the straight time rate (Monday through Friday) until the Employee is made whole for all wages owed. The Employee shall also be reimbursed for any bank charges caused by the NSF check, and the Employer shall write any letters of explanation required to restore the Employees credit status. Any workman laid off or discharged by the Employer shall be paid all of his wages immediately.

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

3.7 Workmen shall install all electrical work in a safe and workmanlike manner in accordance with applicable codes.

3.8a No traveling time shall be paid before or after working hours to workmen traveling to and from any job in the jurisdiction of the union when workmen are ordered to report on the job. Workmen shifting from one job to another during regular work hours shall be furnished transportation or be paid mileage at the current IRS mileage rate.

If an employee receives a work assignment, which requires an overnight stay, the employee will be reimbursed for his actual incurred expenses as substantiated by receipts to a maximum of Seventy-Five Dollars (\$75.00) per day.

3.8b "Free Zone"- the area within five (5) road miles of the city limits, as now defined, of Sandpoint, Pullman, Moscow, and Coeur d'Alene. Travel expenses or mileage to any project will be determined from Spokane or the nearest "Free Zone" area boundary and job headquarters.

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

3.10 Each job or project requiring more than two (2) Residential Wiremen shall be under the supervision of a foreman or a sub-foreman. Workmen are not to take directions or orders to accept the layout of any job from anyone except the sub-foreman or the foreman.

3.11 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) and 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 17.3% 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 31.4% 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 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.

## **ARTICLE IV**

### **REFERRAL PROCEDURE**

4.1 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.

4.2 The Union shall be the sole and exclusive source of referral of applicants for employment.

4.3 The Employer shall have the right to reject any applicant for employment.

4.4 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.



4.5 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 I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

*Note: The reference to electronically registered and electronically notified shall be done via the ERTS system already in place. Group I would start at the member's home local. When a member request Group I status in a new local the Business Manager of that new local would verify that the member meets the requirements as stated in the Category I language (no change). Notice would be sent to the new local ERTS administrator by the Business Manager, to enter the member as Group I in the new local. ERTS would then send notice to the former local and the member would sign off saying that he desired to move his Group I status and doing so voluntarily request removal from his former place on Group I at the former Group I local. The Business Manager shall notify the employer of an employee whose group status changes under this provision.*

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 IBEW 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.

4.6 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".

4.7 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.

4.8 "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: WASHINGTON STATE: Adams, Ferry, Lincoln, Pend Oreille, Spokane, Stevens, and Whitman Counties and IDAHO STATE: Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce, and Shoshone Counties.

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

4.9 "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 his permanent home.

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 two years experience in the trade.

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 4.5 above shall be referred to the Residential Training and Apprenticeship Subcommittee for their consideration as an Apprentice.

4.12 The union shall maintain an "Available for Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

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

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 the order of their place on the "Available for Work List" and then referring applicants in the same manner successively from the "Available for Work List" in GROUP II, and 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 his GROUP.

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

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.

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.

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 4.4 through 4.14 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.

4.18 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.

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.

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

## ARTICLE V

### FRINGE BENEFITS

5.1 Fringe benefits provided for under this Agreement are due and payable on or before the tenth (10th) day of each month, covering the hours worked by each employee through the last payroll period in the prior calendar month. Each remittance will be accompanied by a form which will be furnished for this purpose. Each report shall be filed, regardless of whether or not the Employer has employed any employees in the month covered by said report.

Any Employer who fails to file a report or pay contributions for any fringe benefits by the fifteenth (15th) of the month in which such report or payment is due shall be considered delinquent. Legal action may be brought by the appropriate parties to enforce collection. Delinquent Employers shall be liable for all reasonable attorneys fees, court costs, and other expenses incurred in the enforcement of collection from such Employer, and each Employer shall make available books and records for the purpose of auditing same to determine the amount of his liability. Action to collect contributions may be brought in the name of the respective Fund involved, its Trustees or any assignee or agent designated by said Trustees.

Delinquent Employers shall be liable to any employee affected by such delinquency for all benefits lost by such employee by virtue of such delinquency and such delinquent Employer shall be also liable for reasonable attorneys fees for any action brought to recover the amount of said benefits.

In addition to penalties assessable for late payments and other legal action which may be taken to collect delinquent payments, individual Employers who fail to remit in accordance with the above provisions shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that required payments have been paid to the respective Funds.

All fringe benefits must be administered in accordance with Federal and State regulations governing such Funds.

5.2 HEALTH AND WELFARE: Each Employer shall forward to the Inland Empire Electrical Workers Trust Fund Office, not later than the tenth (10th) day of the month, the sum of Seven Dollars and Fifty-eight Cents (\$7.58) per hour for each hour worked under this Agreement in the payroll periods ending during the preceding month.

5.3 APPRENTICESHIP AND TRAINING FUND: All Employers subject to this Agreement shall pay fifteen cents (\$.15) per hour for each hour worked under this Agreement for the purpose of maintaining the Apprenticeship and Training Program as outlined in Article VI, Section 6.8.

5.4 MONEY PURCHASE PLAN: Each Employer agrees to pay Five Cents (\$.05) effective July 1, 2016 for each hour worked by all employees covered by this Agreement to a legally constituted pension annuity (money purchase) plan, a jointly trusted pension trust created pursuant to Section 302(c) of the Labor Management Relations Act. In addition; upon presentation of an authorization form executed by an employee of a signatory

contractor individual Journeyman, Sub-Foreman, and Foreman Residential Electricians shall have the option to redirect either fifty cents (\$.50) or one dollar (\$1.00) per hour of wages to a pension annuity contribution;

Each Employer agrees to pay those monies effective as of the agreed to date for each hour worked by all employees covered by this Agreement to a legally constituted pension annuity (money purchase) plan, a jointly trustee pension fund created pursuant to Section 302 (c) of the Labor Management Relations Act. No pension annuity contribution shall be made until the authorization form has been presented to the employer at the time of initial hire. Such designation may be changed by the employee up to twice each calendar year by furnishing the employer a new authorization form.

5.5 DUES CHECKOFF: 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.

5.6 CONTRACT ADMINISTRATIVE MAINTENANCE FUND: Employers signatory to this Labor Agreement with IBEW Local Union 73 shall contribute an amount equal to five tenths of one percent (.5%) of their gross monthly electrical payroll to the Contract Administration Fund. The monies are for the purpose of Administration for the Collective Bargaining Agreement, grievance handling, and all other Management duties and responsibilities in this Agreement. The Contract Administration Fund shall be submitted with all other Fringe Benefits covered in the Labor Agreement by the 10<sup>th</sup> of the month and shall be bound to the same delinquency requirements under this Labor Agreement. The fund shall be solely administrated by the employers and collection and enforcement of delinquent payments shall be the sole responsibility of the fund and not the Local Union. All productive electrical payroll in excess of one hundred fifty thousand (150,000) manhours for electrical work in one calendar year shall be exempt from the Contract Administration Fund. These monies shall not be used to the detriment of the I.B.E.W. or the Local Union.

## **ARTICLE VI**

### **STANDARD RESIDENTIAL APPRENTICESHIP & TRAINING LANGUAGE**

6.1 The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Residential Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two to four members appointed by the IBEW Local Union and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Residential Apprenticeship



and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee, where one exists, shall include: interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

6.2 Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

JATC and subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill unexpired terms shall likewise be in writing.

The subcommittee, where one is established by the JATC, shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be maintained by the JATC and its subcommittees, where a subcommittee is properly established.

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

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

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

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

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

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

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

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

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

6.12 The employer shall contribute to the local Health and Welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this agreement.

6.13 Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Residential Wiremen to work in the jurisdiction covered by this agreement.

6.14 All Employers, subject to the terms of this Agreement, shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is \$.15 cents per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment of the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## **ARTICLE VII**

### **SUBSTANCE ABUSE**

7.1 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 VIII**

### **NEBF**

8.1 It is agreed that, in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to three (3%) percent of his 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.

## **ARTICLE IX**

### **NECA-IBEW National Labor-Management Cooperation Fund (NLMCC)**

9.1 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 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 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.

9.2 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.

9.3 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 Inland Empire Chapter, NECA, or its designee, shall be the collection agent for this Fund.

9.4 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 15% of the delinquent payment, but not less than the sum of twenty (\$20) dollars, 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 attorney's fees.

## **ARTICLE X**

### **NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)**

10.1 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 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 XI

### LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

11.1. 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.

11.2. 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.

11.3. Each employer shall contribute three cents (\$.03) per compensable hour, per employee. 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 Inland Empire Chapter, NECA, or its designee, shall be the collection agent for this Fund.

11.4. 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 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 XII**

### **CODE OF EXCELLENCE**

12.01. 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.

## SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions 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.

SIGNED FOR THE EMPLOYERS:

Eastern Division  
Inland Empire Chapter  
National Electrical  
Contractors Association

David G. Chally  
David G. Chally  
Chapter Manager

8-9-16  
Date

SIGNED FOR THE UNION:

Local Union 73  
International Brotherhood of  
Electrical Workers

Ken D. Brown  
Ken D. Brown  
Business Manager

8/9/16  
Date

