

# **INSPECTOR'S AGREEMENT**

**BETWEEN**

**LOCAL UNION 11  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

**AND**

**LOS ANGELES COUNTY CHAPTER NATIONAL  
ELECTRICAL CONTRACTORS ASSOCIATION**

**2019 – 2022**

## **INSPECTOR'S AGREEMENT**

Agreement by and between the Los Angeles County Chapter, NECA and Local Union 11, 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 Los Angeles County Chapter, NECA, and the term "Union" shall mean Local Union 11, IBEW.

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

The word "Workmen", as used hereinafter, shall mean workmen covered by the terms of this agreement.

WHEREAS, the Employer is engaged in Building/Construction Inspection in Southern California; and Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

WHEREAS, the Employer may continue to employ Building/Construction Inspectors, herein referred to as Workmen or Employees;

### **SCOPE OF WORK**

Workmen employed under the terms of this Agreement shall do all specialty building/construction inspection, including certified acceptance testing per California Title 24 and all testing as it relates to NFPA 70E.

### **BASIC PRINCIPLES**

The Chapter and the Union have a common and sympathetic interest in the Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Chapter, the Union and the Public. Progress in the industry demands a mutuality of confidence between the Chapter and the Union. All will benefit by continuous peace and by adjusting any difference by rational, common-sense methods.

- A. Employer in the following California Counties: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura.
- B. A Building/Construction Inspector as used in the Agreement is defined as follows:
  - 1. A Licensed and/or Registered Deputy Building Inspector in those areas

where Building/Construction Officials/Departments license Building/Construction Inspectors.

2. In those areas where Building/Construction Inspectors are not licensed by Building Officials/Departments, a Building/Construction Officials/Departments, a Building/Construction Inspector is an inspector who performs the same duties as a Licensed and/or Registered Deputy Building Inspector.

It is mutually agreed that the term "Building/Construction Inspector" shall apply to and cover all forms of Building/Construction Inspection work, however such work may be referred to by the Employer. This shall include all forms of inspection work described in this Agreement, and shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance," so long as there is actual work being performed on a building/construction jobsite of the type described in this Agreement.

In accordance with the Federal Government Executive Orders, the Fair Employment Practices Act of the State of California, and other applicable laws, the parties to this Agreement are obligated not to discriminate against employee or applicant for employment because of race, religion, color, age, sex, creed, national origin or disability.

The Employers recognize the Union as the sole collective bargaining agency between itself and the employees covered under this Agreement.

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

### **MUTUAL POLICIES**

It is the understandable right of every contractor to build a strong organization and every workman to be represented by a strong Union.

Both parties to this Agreement shall comply with the provisions of this agreement. Employees will not be removed from the job because of jobsite disputes and all disputes shall be resolved by the grievance procedure contained in Article I.

When the contractor secures a contract, that contract is his property to direct, operate and supervise as he sees best. The contractor shall have the ownership, direction and supervision of the job; the Union shall furnish the workmen employed on the job. The Union or its representatives shall have the representational direction of the workmen employed on the job.

The LA/NECA and IBEW Local 11 should jointly undertake a program of Public Relations and Public Information to alert buyers, and the public alike, as to the many benefits inherent in "QUALITY" union electrical work.

The LA/NECA and IBEW Local 11 should continue to monitor all jobs to make certain all parties are abiding by the laws.

The LA/NECA and IBEW Local 11 recognize the need to recover, retain, and increase the market share of unionized electrical industry. The customer is our most valuable asset.

**ARTICLE I**  
**Effective Date - Changes**  
**Grievances - Disputes**

**Section 1.01.** This Agreement shall take effect July 1, 2019, and shall remain in effect until June 30, 2022, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1 through June 30 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 20<sup>th</sup> of the month preceding the next regular meeting of the Council on Industrial Relations for the Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

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

**Section 1.04.** There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

**Section 1.05.** There shall be a Labor-Management Committee of three (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 adjust any matter, such shall then be referred to the Council on Industrial Relations for the Contracting Industry for adjudication. The Council's decision shall be final and binding.

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

**Section 1.10.** (a) No complaint, dispute or grievance shall be considered unless written notice is delivered by the aggrieved party to the Union and Chapter within fifteen (15) working days from the date on which the alleged complaint, dispute or grievance first occurred, except in cases involving fringe benefit payments and except as provided in Section 1.12.

(b) The stages of the grievance procedure will be as follows, unless a variance is mutually agreed upon by both parties to this agreement. All grievances must be heard within thirty (30) calendar days by the Sub-Committee, starting from the date the parties are formally notified of the grievance. The results of the Sub-Committee hearing will be mailed within two (2) calendar weeks of the hearing, either party wishing to appeal the decisions of the Sub-Committee must do so within ten (10) calendar days upon receipt of the Sub-Committee decision.

All matters coming before the Full Labor Management Committee must be heard within thirty (30) calendar days from the date the parties formally receive notification.

Where the Full Labor Management Committee or Subcommittee finds a party to the grievance in violation and issues an arbitration award for a monetary amount, all sums are to be paid in

full within the time specified by the arbitration award. Failure to pay such sums within a timely manner will result in penalties which accrue at the rate of 1 ½% per month on the principal. Therefore the penalties resulting from such failure shall be presumed in accordance with the following schedule:

1 ½ % of the principal if late 1-30 days;

3% of the principal if late 31-60 days;

1 ½ % will accrue for each additional thirty days late, up to a maximum of 18% per annum.

Should the Full Labor-Management Committee fail to agree on the resolution of any grievance it shall then be referred to Council on Industrial Relations for the Electrical Contracting Industry (CIR) for resolution within thirty (30) calendar days from the time Full Labor Management deadlocks on the issues.

**Section 1.11** It is mutually agreed that this Agreement prohibits any and all violations of the sections of the California Labor Code that are listed in section 2699.5 of the California Labor Code and would be redressable pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Such claims will be resolved exclusively through the procedures set forth in Article I and may not be brought in a court of law or before any administrative agency such as the California Labor Commissioner. This Agreement expressly waives the requirements of PAGA and authorizes the permanent arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency.

**Section 1.12.** The parties agree to the following clarification of the existing practice regarding the grievance procedure under the collective bargaining agreement. The parties agree that the following text does not add new conditions, but explains what has been their historical understanding and interpretation of the existing grievance procedure language. The following text makes the meaning of the existing grievance procedure language clearer:

The parties hereby confirm that all wage and hour claims that may be asserted by any employee who is employed under this Agreement shall be resolved pursuant to the grievance arbitration procedures and not in a court of law. Claims for unpaid overtime and minimum wages, failure to receive all wages due, "waiting time" penalties, missed meal and rest period premiums, reporting pay, unpaid travel and training time, failure to receive proper itemized earnings statements, and any similar or related wage and hour claims shall be resolved exclusively pursuant to the grievance and arbitration procedure set forth in this Agreement, and the arbitrator(s) hearing such statutory claims shall have the full authority to remedy any such violations in the manner provided by law. The specified claims to be resolved under this Agreement are claims based on alleged violations of California IWC Wage Order 16-2001, California Labor Code Sections 201, 202, 203, 204,

226, 226.7, 510, 512, 1194, 1194.2, and 1197. The parties hereby confirm their intent to incorporate each of the foregoing statutory and regulatory provisions into this Agreement, such that a violation of any of them shall be considered a violation of the Agreement.

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

Section 1.12 shall take effect July 1, 2019 and shall remain in effect until the term of this Agreement, June 30, 2022.

## **ARTICLE II**

### **Employer Qualifications**

### **Employer Rights - Union Rights**

**Section 2.01.** Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be a signatory party to this Agreement. Therefore, an Employer who signs this Agreement is a person, firm, partnership or corporation and who possess the following qualifications and presents documented evidence substantiating them prior to becoming signatory hereto.

(a) Maintaining a legal place of business which means an office, shop or premises where the Employer or his representative can be reached by telephone, and where he receives his mail, conducts the ordinary tasks of operating his business and maintains employee payroll records.

(b) Posts the One Hundred Dollar (\$100) Payroll & Fringe Benefits Guarantee Deposit provided herein.

(c) Agrees to comply with all Fringe Benefit Trust provisions.

### **Management Rights**

**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.** Both parties to this Agreement recognize that it is in the interest of both the industry and the public to improve productivity consistent with high safety standards and quality work, and there shall be no restriction against the use of contractor furnished machinery, tools or labor saving devices.

Any applicant referred to an employer will have been previously certified to have met the requirements of the Immigration Reform and Control Act of 1986. Records to be on file at the office of NECA.

Employer shall provide evidence that the vehicle and the operator are covered by liability and property damage insurance during the period the employee will be required to drive the vehicle.

**Section 2.04.** The employer shall have the right to determine the competency and qualifications of its employees, and the right to discharge such employees for any just and sufficient cause. The Union may institute a grievance procedure under the terms of this Agreement if it feels any employee has been unjustly discharged.

### **Social Security - Unemployment and Disability Insurance - Workers' Compensation and Flight Insurance**

**Section 2.05.** For all employees covered by this Agreement the employer shall carry Workers' Compensation Insurance with a company authorized to do business in the state, Social Security and such other protection insurance as may be required by the laws of this state, and shall furnish satisfactory proof of such to the Union; he/she shall also make contributions to the California Department of Employment and observe all applicable provisions of the Safety Orders issued by the State of California.

Any workmen required to fly in any type of aircraft other than scheduled airlines shall have provided to him a personal Flight Insurance Policy in the amount of three hundred thousand dollars (\$300,000), covering each individual workman for the loss of life or dismemberment caused while riding in such aircraft provided by the Employer. This Flight Insurance Policy shall be provided at the expense of the Employer and is in addition to normal Workers' Compensation Insurance.

### **Recognition**

**Section 2.06.** (a) The employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

(b) The employer understands that the Local Union's jurisdiction -- both trade and territorial -- is not a subject for negotiations but rather is determined solely within the IBEW by

the International President and, therefore, agrees to recognize and be bound by such determinations.

### **Favored Nations Clause**

**Section 2.07.** The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Inspection 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.

In order to be competitive in the market and to meet the special needs of Employers on particular jobs, the Union may provide special consideration to Employers who request such treatment and who demonstrate, to the Union's satisfaction, a specific marketing need with regard to a particular job. Any special terms, conditions, modifications, or amendments so provided by the Union, shall be implemented with regard to the particular job for which they were requested.

Such special terms, conditions, modifications, or amendments shall be made available to all signatory Employers with regard to the particular job in question, but shall not constitute an action subject to the favored nations clause in the Agreement. For informational purposes only, the Chapter shall be made aware prior to implementation of any special terms, conditions, modifications or amendments provided by the Union.

This provision does not apply to the following fringe benefits and other contributions as provided for in this agreement: NEBF, Local Pension, Training, Health Fund, NEIF, Labor-Management Cooperation Committee, and Credit Union Fund. These fringe benefits and contributions can only be adjusted by mutual consent of the parties.

### **Disciplining Members - Removal From Jobs When Necessary**

**Section 2.10.** The Union reserves the right to discipline its member for violation of its Bylaws and Constitution. However, when employees working as foreman, or contractors are alleged to have violated this collective bargaining agreement, such charges or violations shall be considered an employer's violation and responsibility, and shall be processed to the Labor-Management Committee.

Decisions of a Labor-Management Subcommittee or the Labor-Management Committee regarding such violations shall be final, and shall satisfy the parties to this Agreement.

**Section 2.11.** This Agreement does not deny the right of the Union to render assistance to other labor organizations by approving the honoring of sanctioned picket lines by its individual members. However, the Union shall not encourage any of its members to refuse to cross or work behind any picket line until same has been sanctioned by the Building and Construction

Trades Council. There shall be no interruption in work until the picket line authorization has been verified by the Business Agent.

**Section 2.12.** When workmen are properly removed from the job by the Union in accordance with the terms of this Agreement, or when they are leaving the job due to honoring sanctioned picket lines, the Union shall direct the workmen on such job to carefully put away all tools, equipment or any other property of the employer in a safe manner.

**Section 2.13.** The Employer shall not loan or cause to be loaned any workman in his employ to any other Employer without first securing permission of the Business Manager's office of the Local Union, and then only when applicants possessing the required skills are not available through the Referral Procedure.

### **Stewards**

**Section 2.14.** The Union has the right to appoint stewards at any shop and/or job where workmen are employed under the terms of this Agreement. The employer is to be notified of the name of the steward appointed. A worker shall not be appointed steward until after two (2) days of employment with an employer.

A steward shall be allowed sufficient time during the regular working hours without loss of pay to perform his/her steward's duties.

The steward will be given a list of workers to be terminated at least two (2) hours prior to the termination of those workers. The list shall include: Name, Money earned, Hours worked, and the type of termination (layoff, fired, etc.).

Stewards may be appointed by, may be removed by, are subject to the authority of, and shall report to the Business Manager and shall be among the last three (3) workmen excluding supervision on the job to be laid off unless there are special circumstances that are approved by the Business Manager.

A steward shall not be discharged for performance of his/her duties as a steward; however, he/she may be discharged for just cause subject to the Grievance Procedure per Article I.

### **Access to Jobs**

**Section 2.17.** The representative of the Union shall be allowed access to any job or shop at any reasonable time, where workmen are employed under the terms of this Agreement. Any necessary clearances are to be arranged by the employer prior to beginning work on the project. The representative shall report to the supervision on the site prior to meeting with the employees.

### **Rebates-Subletting Work**

**Section 2.18.** No Employer, or workman or their agents shall give or accept, directly or indirectly, any rebate of wages. No Employer shall directly or indirectly, or by any subterfuge, sublet or contract with any workmen, any or all of the labor services required by such contract of such Employer. Any Employer found violating these provisions shall be subject to having his agreement terminated upon written notice thereof being given by the Union.

### **Sub-Employers**

The employer shall not sublet any part or portion of his work covered by this Agreement to any other non-signatory Employer.

### **Union Label**

**Section 2.19.** Products, equipment, or material bearing a union label will be used where reasonably and readily available.

### **Payroll Data and Labor Conditions**

**Section 2.20.** Upon request of the Business Manager of the Union, the Employer shall furnish complete data as to the workmen employed under the terms of this Agreement, together with expenses and wages paid each such employee.

**Section 2.21.** All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment, or the effective date of this Agreement, whichever is later.

**Section 2.22.** Employees covered by this Agreement, except those meeting the requirements of "Employer" as defined herein, shall not contract for any building/construction or perform any inspection work for other than his present employer, without the approval of the parties, including but not limited to Building and Construction Inspection.

**Section 2.23.** Only working conditions written into this Agreement shall be followed and observed by the employees and the employers.

**Section 2.24.** When workers are employed on a job in accordance with this Agreement, they shall be allowed to continue on said job until it is completed or they are removed by the Employer, except as herein provided.

### **Cause for Cancellation**

**Section 2.25.** (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 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.

(b) The subletting, assigning or transfer by an individual Employer of any work in connection with inspection work to any person, firm or corporation not recognizing the IBEW, or one of its local unions as the collective bargaining representative of his/her employees on any electrical work in the jurisdiction of this or any other local union to be performed at the site of the building/construction.

(c) All charges of violations of Paragraph 2 of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

**Section 2.26.** Any Employer meeting the requirements as set forth herein, including Letter of Assent, does hereby agree to be bound by any other IBEW Local Union agreement within whose geographical jurisdiction he/she may be performing building/construction inspection work covered by this Agreement, provided such is legal under applicable state and federal law.

**Section 2.27.** The obligations of this Agreement shall not be affected by the nature or form of doing business by any Employer party hereto; and the obligations herein shall also extend to any person, firm or corporation under control or common control with any signatory, and which entity engages in any work covered by this Agreement, or any work under the State Contractor's License of the signatory or otherwise.

### **ARTICLE III Hours - Wages - Working Conditions**

**Section 3.01.** (a) Eight (8) hours work, Monday through Friday, between the hours of 5:00 a.m. and 6:00 p.m., with thirty (30) minutes for a lunch period between 10:00 a.m. and 1:30 p.m., to be decided by conditions of the job, shall constitute a day's work. All work performed outside of the stated hours will be paid at the overtime rate.

When time clocks are required by the Employer, employees shall punch such time clocks on the Employer's time. "Signing In," "Badging In," or "Brassing In," is construed as the same as punching a time clock. Security checkpoints do not constitute "signing in", "badging in", or "brassing in". Employer will pay for initial security clearance.

**Section 3.02.** (a) Where required by the job conditions, the employer may request a job site conference with the employer, the authorized representative of the Local Union and LA/NECA to resolve job site conditions. Should the authorized representatives be unable to mutually agree or resolve the conditions, they shall be referred to the procedure outlined in Article I.

(b) REST PERIODS

(1.) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area.

(2.) Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

(3.) A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(4.) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

(c). The contractor may implement the rest periods described in Section 3.01(b) in any manner consistent with the California Department of Industrial Relations' interpretation for implementing rest periods under Industrial Wage Order 16.

(d) In accordance with Industrial Welfare Commission order no. 16-2001, Article (D), this collective bargaining agreement expressly provides the terms and conditions regarding reporting time pay.

## Overtime

**Section 3.03.** (a) Overtime on all types of Inspection shall be paid at time and one-half the regular straight time rate of pay for hours worked. The overtime rate shall be double the straight time rate of pay on Sunday, and after twelve (12) hours on any day:  
Any work performed on the above holidays shall be paid for at triple the rate of pay.

Effective on January 27, 2020, the overtime rate shall be double the straight time rate of pay on Sunday, the following Holidays, and after ten (10) hours on any day:

Memorial Day (last Monday in May)  
Fourth of July

Labor Day  
Veteran's Day (November 11)  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
New Year's Day

(b) 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.

(c) Martin Luther King, Jr. Day (third Monday in January), and Cesar Chavez Day, and the regular workday before Christmas, and the regular workday before New Year's Day, will normally be a non-scheduled work days. If, however, it is necessary, due to job scheduling, to work on these days, the straight time rate of pay will be applicable.

(d) All overtime prior to normal shift will be paid at double the straight time rate of pay.

(e) No work shall be performed on Labor Day, except in case of emergency and then only after permission is granted by the Business Manager of the Union.

(f) Any employee working non-scheduled overtime shall be paid a two (2) hour minimum.

(g) It is understood that any work performed offsite shall be paid for at double the rate of pay.

(h) Sick Pay: The parties to this Agreement hereby agree to waive the requirements of any statute, ordinance, rule, law or regulation mandating paid sick leave for employees within its jurisdiction including, but not limited to, Article 1.5 (commencing with Section 245) of the California labor code and California labor code Section 2810.5. Any employer who is signatory to this agreement shall not be required to comply with said statute, ordinance, rule, law or regulation, and any employee covered by this agreement shall not have any right or cause of action against any signatory employer or Local 11 for violation of said statute, ordinance, rule, law or regulation.

### **Paid Parking**

**Section 3.04.** In all areas of where free parking is not available within 100 yards of the job or project at the start of the shift, the employer shall reimburse employees (weekly) at the lowest rate available within said 100 yard area, provided the employee presents a signed and dated receipt for each parking expenditure.

## Wage Scale

**Section 3.05.** The Union shall notify employer forty-five (45) days prior to any changes in wages or fringe benefit allocations. The foreman, inspector, and apprentices shall be put on derivative rates as follows:

### **WAGE AND APPRENTICESHIP INCREASES:**

	8/5/19	1/27/20	7/27/20	2/1/21	7/26/21	1/31/22
Foreman (1.126 x journeyman rate)	\$ 52.70	***	***	***	***	***
Journeyman (regular)	\$ 46.80	+\$1.70*	+\$1.80*	+\$1.90*	+\$2.00*	+\$2.10*

\*Negotiated increases to be allocated by the membership and may be allocated to wages and/or fringe benefits.

\*\*\* Subsequent rates to be based on percentage of journeyman rates.

**Apprentices:                    (To be determined)**

**FRINGE BENEFITS (Hourly Rates):**

<b>Employer Contributions:</b>	8/5/19	1/27/20	7/27/20	2/1/21	7/26/21	1/31/22
NEBF	3%	****	****	****	****	****
Local Pension (a)	\$14.57	****	****	****	****	****
Training (b)	\$0.76	****	****	****	****	****
Health Fund (c)	\$12.74	****	****	****	****	****
Labor-Management Cooperation Committee (d)	\$0.50	****	****	****	****	****
NEIF (NECA Members)	1%	****	****	****	****	****
CCF (Non-NECA Members) (e)	0.5%	****	****	****	****	****

<b>Employee Deductions:</b>	8/5/19	1/27/20	7/27/20	2/1/21	7/26/21	1/31/22
Training ++ (b)	(\$ 0.50)	****	****	****	****	****
Labor-Management Cooperation Committee	(\$ 0.25)	****	****	****	****	****
Vacation Fund	(8.5%)	****	****	****	****	****
Working Dues	(3.5%)	****	****	****	****	****

(a) Figure represents combined total for defined contribution and defined benefit plans.

(b) Amount includes a \$0.05 increase to the employer contribution effective on 8/5/19. There is a \$0.05 increase to the employer contribution to training on 7/26/21. The employee deduction for training increases \$0.05 on 1/27/20 and increases \$0.05 on 1/31/22.

(c) Includes \$0.65 contribution to S.U.B. program and \$0.45 contribution to HRA. Future monies are to be allocated by membership.

(d) Includes \$0.05 for the implementation and maintenance of a substance abuse program. The employer contribution to LMCC increases \$0.05 on 7/27/20.

(e) As determined by Art. VII Sec. 7.01. Contractors not paying into NEIF shall pay 0.5% into the Contract Compliance Fund.

++ No deduction for training on apprentices; as of August 5, 2019, employer pays \$0.81 for training on apprentices. Subsequent amounts are subject to scheduled increases or allocation by the membership.

\*\*\*\* Subsequent rates to be determined by allocation of scheduled increases.

## Shift Work

Section 3.12. 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 consist of eight (8) consecutive hours worked beginning at a start time between 5:00 a.m. and 9:30 a.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 beginning at a start time between 9:31 a.m. and 8:00 p.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 beginning at a start time between 8:01 p.m. and 4:59 a.m. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

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 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 rate shall be the maximum compensation for any hour worked. There shall be no requirement for a first shift (day shift) when either the second shift (swing shift) or third shift (graveyard shift) is worked.

The shift rate of pay is determined by the start time of the shift (see chart below).

First Shift (Day Shift):	Start time between 5:00AM and 9:30AM (Straight Time Rate)
Second Shift (Swing):	Start time between 9:31AM and 8:00PM (Straight Time Rate +17.3% )
Third Shift (Graveyard):	Start time between 8:01PM and 4:59AM (Straight Time Rate +31.4% )

## Weekly Paydays

**Section 3.16.** Wages and all authorized expenses shall be paid weekly not later than quitting time on Thursday. The payroll workweek shall start at 12:01 a.m. Monday and end 12:00 midnight Sunday. Not more than four (4) days' wages and expenses may be withheld. Under exceptional conditions, extensions up to a five (5) day maximum withholding period may be granted by the Labor-Management Committee. When there is a holiday on Thursday, payday shall be on Wednesday.

Any workman laid off or discharged by the Employer shall be paid all his wages immediately. In the event he is not paid off, waiting time at the regular rate shall be charged until payment is made.

When workers on jobs are laid off or terminated after quitting time on Friday, or on a Saturday, Sunday or Holiday, they shall be paid in full not later than 3:30 p.m. the next succeeding regular business day following termination.

When employment is terminated, for whatever reason, the employee shall return to the Union Dispatch Office, and register "out-of-work", before accepting any other assignments.

On being terminated, all workmen shall immediately be given a written Termination Notice, on which shall be shown the contractor's company name, the workman's name and social security number, the reason for termination, the name of the workman's immediate supervisor and the signature of the person effecting the termination. One copy each of the Termination Notice shall be sent to the Los Angeles NECA Chapter Office, and the appropriate IBEW Local Union Dispatch Area, and one copy shall be retained by the employer.

Any and all disputes relating to wage payments must be filed in the Business Manager's office within fifteen (15) working days after the regular payroll period in question.

All pay given to workmen shall be accompanied by either check stub or voucher showing the total hours worked, amounts withheld, and the company name, address, phone number and home office city.

### **Show-Up Pay**

**Section 3.17.** (a) In accordance with Industrial Welfare Commission order no. 16-2001, Article (D), this collective bargaining agreement expressly provides the terms and conditions regarding reporting time pay.

(b) Any employee being laid off, permanently or temporarily, after having worked less than four (4) hours shall receive pay for four (4) hours, and if laid off after working more than four (4) hours, but less than eight (8) hours, he/she shall receive pay for eight (8) hours.

The above stated terms contain the following exception: When working on a service call of no more than one-day duration, any employee being laid off, permanently or temporarily, after having worked less than four (4) hours shall receive pay for four (4) hours, and if laid off after working more than four (4) hours shall receive pay for actual hours worked.

This provision is inapplicable when operations cannot continue due to threats to persons or property, or when recommended by civil authorities.

(c) Any employee who works on more than any one (1) project or job in any one (1) day, shall receive not less than eight (8) hour's pay.

(d) In case of layoff, the employee shall be notified one (1) hour in advance of regular quitting time and be paid in full and released one-half (1/2) hour in advance of regular quitting time.

(e) Employees who are late or fail to report for work on a given day, without notifying the Employer in a timely manner, will not be entitled to show up pay if terminated. Termination pay shall be available by the end of the shift on the next succeeding regular business day. Notification in a timely manner shall mean within two (2) hours after starting time.

**Section 3.18.** (a) When workmen 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 at the applicable rate unless notified one hour before starting time. The employee must have given a current phone number to supervision prior to the event in order for this section to apply.

(c) In accordance with Industrial Welfare Commission order no. 16-2001, Article (D), this collective bargaining agreement expressly provides the terms and conditions regarding reporting time pay.

### **Foreman**

When more than one Inspector is required on-site:

**Section 3.19.** (a) On any job requiring two (2) or more workmen, one (1) shall be designated as a foreman by the Employer. A foreman is a workman who may supervise a crew of nine (9) journeymen or fifteen (15) workmen including himself/herself.

**Section 3.25.** (a) The Employer shall furnish all other necessary tools or equipment

### **Workmanship**

**Section 3.26.** (a) Workmen shall inspect all specialty inspection work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

(b) No workman shall leave any job incomplete without proper cause or due notice to the Employer.

## **Traveling Time Travel, Mileage and Subsistence**

**Section 3.28(a)** The employee shall report directly to the jobsite as directed by the Employer. The Employer may, but is not required to furnish the employee with transportation to travel to and from work.

(b) Whenever the employee uses his personal transportation to the jobsite, he may be required to transport Employer-furnished hand equipment which he alone will utilize in his duties as an Building/Construction Inspector, such as, but not limited to, Inspection Test Equipment. It is understood and agreed that no employee shall be required to use his personal automobile to haul material, equipment and/or men other than Employer-furnished hand equipment. Any such hauling shall be completely voluntary on the part of the employee.

(c) When the Employer requests the employee to haul material, equipment and/or men other than listed in Paragraph (b), the Employer shall reimburse the employee for use of his personal vehicle as follows: fifty cents (50¢) per mile each way traveled by the most direct route on public roadways and travel pay at the regular hourly rate.

(d) When an employee is assigned to a job located at a distance of more than fifty (50), but less than one hundred (100) miles from the Employer or the employee's residence, whichever is closest, he shall be reimbursed for travel expense at the rate of fifty cents (50¢) per mile for each mile traveled to and from the jobsite beyond such fifty (50) mile distance, traveled by the most direct route on public roadways.,

(e) If an employee performs inspections at two (2) or more locations in any one (1) day, he shall be reimbursed at the rate of fifty cents (50¢ ) per mile for each mile traveled between each such location by the most direct route on public roadways, plus travel time.

(f) Remote jobs are jobs located beyond the one hundred (100) mile distance referred to in Paragraph (d) and any offshore natural islands. On remote jobs where employees are required to remain away from their permanent place of residence overnight, the following conditions shall apply:

1. The employee shall be provided suitable room and board without cost on a seven (7) day per week basis or be paid a subsistence allowance of Sixty-Five Dollars (\$65.00) per working day or portion thereof. If this latter alternative is adopted, the Employer shall provide free transportation and travel time to and from the job on-non working days unless the Employer elects to pay the subsistence on a seven (7) day per week basis.

2. Employees shall be provided free transportation to and from the jobsite, or given common carrier fare, or paid fifty cents (50¢) per mile If their own car is used, measured as in Paragraph (c) above. The foregoing shall be in lieu of any payment under Paragraph (d).

3. Employees shall be paid travel time to and from the jobsite, from the starting point, as in Paragraph (d) above, at the employee's basic straight time rate. Not to exceed eight (8) hours in any twenty-four (24) period.

4. Transportation and travel time is to be paid at the beginning and ending of the job. If the Employer elects to interrupt the continuity of work on a remote job, this shall be considered the end of the job, provided, however, no employee shall be entitled to return transportation or travel time if he voluntarily terminates his employment.

5. Except as otherwise provided, employees will not be paid for any time they travel to and from the jobsite.

6. It is understood that no subterfuge will be used to circumvent paying subsistence and mileage.

### **Handling Material**

**Section 3.33.** The handling and moving of all inspection material, equipment and apparatus on the job shall be performed by workmen employed under the terms of this Agreement.

### **Division of Overtime**

**Section 3.36.** The division and assignment of all overtime will be at the sole discretion of the contractor. All overtime will be reasonably and impartially divided among the workmen over the duration of the job except where it is mutually agreed to be impractical.

**Section 3.37.** In no case shall workmen not employed on a job during the regular working hours be placed on overtime unless all workmen on the job have been offered the overtime work. Any workman required on overtime work, or emergency work in excess of the regular crew, may be brought in by the Employer from his shop, or from other jobs.

### **Hazard Insurance**

**Section 3.51.** For all employees covered by this Agreement, an accidental death or dismemberment insurance policy shall be provided by the Payroll Guarantee Trust Fund when such employees are subject to the following:

(a) Where workmen are required to work sixty (60) feet or more from the ground or supporting structures from trusses, stacks, towers, tanks, bosun's chairs, swinging or rolling scaffolding, or open platforms where the workman is subject to a direct fall, or where he/her has to work from a ladder or other support on a platform within five (5) feet of any direct fall opening.

(b) The elevation of the above mentioned seating, footing or platform from which work is performed, under the above conditions, governs the applicability of the coverage.

(c) Where workmen are required to work under compressed air in excess of five (5) pounds above normal atmospheric pressure, or in areas where injurious gases, dust, noxious

fumes or spray painting are present in amounts necessitating the use of gas masks or respirators.

(d) When workmen are required to work where other than climatic temperatures exceed 130 degrees F. maximum or 20 degrees F. minimum.

### **Helicopters**

**Section 3.52.** Any employer using helicopters to transport workmen shall pay one hours' pay at the workman's regular rate as a hazard bonus for one round trip to the job site. All additional flying during the work day shall require one additional hour hazard bonus pay during that day.

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

**Section 4.04.** 1. (a) 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.

(b) The Union shall maintain a register of applicants for employment.

(c) The Employer will, upon reasonable request, make known to the union the employment status and current jobsite of any union employee.

(d) In hiring additional employees, because of the complexity in determining the expertise of an Individual Building/Construction Inspector or the type of License required by the various City, County, or Municipal authorities, it is recognized that the Employer shall have the entire freedom to select the particular individuals whom he desires to employ within the qualified preference group.

2. Subject to the provisions of this Article, the Employer may procure workmen covered by this Agreement from any source or sources.

(a) Subject to the provisions of this Article, prior to the assignment of any newly hired employee to any job or project, the Employer will furnish the employee with a letter on Company Stationery, addressed to IBEW, Local No. 11 stating that the workman has

been hired and employed by the Individual Employer with the employee's name, Social Security Number and the License expertise the employee has successfully acquired.

3. Prior to reporting to any job assignment the employee will be instructed to report to the closest Local 11 Dispatch office to obtain the Dispatch Slip to fill out the necessary forms required by the Union .

(a) Subject to the provisions of this Article, the Employer may call upon the Union for additional employees. The Union will make known to the Employer the names and Licenses of workmen registered on its out-of-work list and available for employment within the Multi-Employer unit, if any. Reasonable advance notice will be given by the Employer to the Dispatching Office upon ordering such workmen, but not less than twenty-four (24) hours.

1. The Union shall issue to each man selected for employment, a Dispatch Slip or other suitable written identification to be carried by the workman verifying that he has been procured in accordance with the provisions of this Article.

2. Within this qualified preference group, the Employer shall have entire freedom to select the particular individuals whom he desires to employ from the out-of-work list. Workmen must be on the out-of-work list at least 10 days.

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

**Section 4.18.** A copy of the Referral Procedure, as determined by the Local Union, 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:

There shall be three (3) dispatch areas as follows:  
(See map in appendix)

- 1) 6023 S. Garfield Ave., City of Commerce, CA 90040
  - 2) 400 Chatsworth, San Fernando, CA. 91340
  - 3) 1817 E. Avenue Q, Unit A-16, Palmdale, CA 93550
  - 4) Locals 441, 440, 477, 639, 413, 952, 428, and 569
- Providing locals listed wish to participate, applicants living outside of Los Angeles County area shall fill out all applicable registration forms, dispatch record, fringe benefit forms, vacation, and out-of-work registration form. Upon completion of any and/or all forms, they shall be faxed or mailed to Local Union 11.

**Section 4.19.** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Inspector's Agreement between the parties.

**Section 4.20.** When the Employer desires to employ a particular applicant as Foreman he/she shall notify the Business Manager in writing of the name of the applicant requested and the classification (Foreman) in which the applicant is to be employed. Workmen must be on the out-of-work book at least 48 hours.

The parties shall establish a foreman's training class, with curriculum to be developed by labor and management through the Electrical Training Institute of Southern California. Effective July 27, 2015, no applicant, without having satisfactorily passed the Foreman's training class, shall be eligible for referral as a foreman. This requirement is waived for foremen who are already employed by a shop.

This employee shall remain as Foreman for at least six (6) months or shall receive a "reduction in force". Upon such request the Business Manager shall refer said applicant.

**Section 4.22.** 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.

## **ARTICLE V STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE**

**Section 5.01.** There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of (either 6 or 8) members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW). The local apprenticeship standards shall be in conformance with national guideline standards and policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency. The JATC shall be responsible for the training of apprentices, and inspectors.)

**Section 5.02.** All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

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

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

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

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

**Section 5.07.** All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures. An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

**Section 5.08.** The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one (1) apprentice to (3) Journeyman Wiremen normally employed under a collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct-entry through organizing; as provided for in the registered apprenticeship standards.

**Section 5.09.** Though the JATC cannot guarantee any number of apprentices, if a qualified employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and if the JATC has fewer indentured apprentices than permitted by its allowable ratio, they shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

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

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

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

**Section 5.11.** The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

**Section 5.13.** An apprentice is to be under the supervision of an Inspector at all times. This does not imply that the apprentice must always be in sight of an Inspector. Inspectors are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or Inspector based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks

in order to develop job skills and trade competencies. Inspectors are permitted to leave the immediate work area without being accompanied by the apprentice.

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

**Section 5.15.** The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

**Section 5.16.** All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. For the current rate of contribution refer to Article III, Section 3.05 of this agreement. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## **ARTICLE VI National Employees Benefit Fund**

**Section 6.01.** It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being

served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

## **ARTICLE VII National Electrical Industry Fund**

**Section 7.01.** Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each Local Chapter and approved by the Trustees, with the following exclusions:

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

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

## **CONTRACT COMPLIANCE FUND**

**Section 7.02** Contract Compliance Fund – Each employer shall contribute 0.5% of the productive payroll for work performed under this agreement.

The fund shall be administered solely by the Association and shall be utilized to pay for administration services performed on behalf of all signatory employers, such as marketing the benefits of IBEW contractors to construction users, promoting project labor agreements, and service on all funds as required by federal law. The amount of this contribution is included in, and is not in addition to, the amount paid by NECA members to the NEIF.

The C.C.F. contribution shall be submitted with all other fringe benefits as delineated in the Labor Agreement by the fifteenth (15<sup>th</sup>) of the following month in which they are due to the Administrator receiving funds. In the event any employer is delinquent in submitting the

required Contract Compliance Fund to the designated Administrator, the Administrator shall have the authority to recover any funds, along with attorney fees, court costs, interest and liquidated damages as required with all other fringe benefits as delineated in the Labor Agreement receiving such funds. The enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the employer and not the Local union. These monies shall not be used to the detriment of the IBEW.

### **IBEW Political Education Fund**

**Section 7.03** An IBEW Political Education (COPE) fund will be established upon adoption of mutually agreed to language by the parties, but administered solely by IBEW Local 11. Contributions to the fund will be employee deductions.

### **Labor-Management Cooperation Committee**

**Section 7.05.** Each employee covered by the terms of the agreement shall contribute, through a payroll deduction, the amount stated in Article III, Section 3.05 of this agreement for each hour worked, into the Local 11, I.B.E.W.-Los Angeles County Chapter, N.E.C.A. Labor-Management Cooperation Committee. Each Employer shall make the five cents (\$0.05) per hour deduction for each hour worked and shall forward the total amount for all employees covered by this agreement and on a monthly basis transmitted on a form furnished and prescribed by the Trustees of the Fund.

**Section 7.06** All Employers subject to the terms of this agreement shall contribute the amount stated in Article III, Section 3.05 of this agreement for each hour worked for the purpose of maintaining the Local 11, I.B.E.W.-Los Angeles County Chapter, N.E.C.A. Labor-Management Cooperation Committee. This sum shall be forwarded monthly to the Trust.

**Section 7.07.** A Board of Trustees for the Labor-Management Cooperation Committee is hereby established and shall consist of an equal number of members selected by the Union and the Chapter. The Board of Trustees is hereby authorized to establish and implement such Trust Fund, Trust Fund Agreement, and reporting forms as they consider necessary to administer the plan.

### **Payroll and Fringe Benefits Guarantee Trust Fund**

**Section 7.10.** Each electrical employer employing workmen under the terms of this Agreement shall deposit One Hundred Dollars (\$100.00), free of interest, for a payroll and fringe benefits guarantee (including Credit Union Fund) up to Seventy-Five Thousand Dollars (\$75,000.00) of payroll, but not over that amount, with the Trustees who shall function under a Trust Agreement to be agreed upon between the parties. If at any time, the interest accrued in the Payroll and Fringe Benefits Guarantee Trust Fund is depleted, each signatory contractor shall make an additional deposit into such fund of any amount up to One Hundred Dollars (\$100.00), making a total of Two Hundred Dollars (\$200.00) maximum. Notice of such additional deposit shall be given by the Labor-Management Committee.

Net payroll checks shall be paid by the Electrical Industry Payroll and Fringe Benefits Guarantee Trust Fund to be agreed upon between the parties. Net payroll checks shall be paid by the Electrical Industry Payroll and Fringe Benefits Guarantee Trust Fund in a total amount not to exceed Five Thousand Dollars (\$5,000.00) maximum per employee.

An employer who makes the payroll and fringe benefits deposit, and pays wages and fringe benefits to employees covered by this agreement, shall be absolved from all responsibilities with respect thereto. This payroll and fringe benefits deposit is in no respect a bond covering the employer's payroll and fringe benefits obligation, but only an emergency fund to relieve employees' financial strain caused by issuing of bad checks or failure of employers to meet payroll, or failure of employers to make fringe benefit contributions as provided in this agreement. If the employer defaults in the foregoing, his/her liability shall be as set forth in the Trust Agreement but shall, in any event, include the following:

(1) The employer shall be liable for cost of enforcing collection, including but not limited to court costs, attorney fees, loss of earnings of an employee not paid, fringe benefits lost to an employee and any other expenses as determined by the Trustees to be the fault of such delinquent employer.

(2) The Trustees are authorized to institute whatever federal or state, civil or criminal actions as are necessary to enforce collection. Upon collection of defaulted payroll, or bad check, employees must reimburse the Payroll and Fringe Benefits Guarantee Trust Fund. Employees shall cooperate in every manner in regard to the collection of defaulted payroll, as requested by the Trustees.

(3) The employer must, within five (5) calendar days after notice from the Business Manager of Local Union No. 11, IBEW, make good any defaulted wages to his/her employees.

(4) On the first default of payroll payments and/or fringe benefit payments the defaulting employer shall, upon notice from the Trustees, furnish a surety or cash bond in an amount of Five Thousand Dollars (\$5,000) as guarantee that wage payments and fringe benefit payments will be regularly made. On the second default of payroll and/or fringe benefit payments, the defaulting contractor shall furnish a bond or equivalent of at least Ten Thousand Dollars (\$10,000). The amount of bond may also be set by the Trustees by using the following formula:

Four (4) times the weekly wages and fringe benefits for all of said signatory employer employees covered by this agreement.

However, the amount of bond required in this instance shall not be less than Ten Thousand Dollars (\$10,000). Failure to furnish the above-referred-to bond shall constitute cause for immediate cancellation of the Collective Bargaining Agreement at the option of the Local Union and the processing of all legal procedures necessary to enforce collection of defaulted amount, plus collection costs and interest involved. It shall not be a violation of this Agreement for the Union to refuse to permit persons covered by this Agreement to work on said job or project until all such wages and/or fringe benefits have been paid.

(5) Whenever an employer has definite knowledge that he is taking over a contract for a job that has been partially completed by another employer, he/she shall notify the Local Union, in writing, in the area before starting work.

(6) It is understood and agreed that this Payroll and Fringe Benefits Guarantee Trust Fund is considered a joint fund covering both the Inside and Outside Agreements and groups of workmen. Consequently, employers who are engaged in both Inside and Outside work shall make only one payroll and fringe benefits deposit to this Trust.

Rules, regulations and operations of the Payroll and Fringe Benefits Guarantee Trust Fund are as set forth in the Trust Agreement.

Should the balance of the fund become lower than \$500,000, the parties shall discuss and take further actions to protect the fund.

### **Fringe Benefits Pension Fund - Contributions**

**Section 7.20.** Each signatory employer shall contribute to the Southern California IBEW-NECA Pension Trust Fund the amount stated in Article III, Section 3.05 of this agreement each hour worked by each employee covered by this Agreement.

**Section 7.21.** A Board of Trustees for the Pension Trust Fund is hereby established, and shall consist of an equal number of members selected by the Union and the Chapter. The Board of Trustees is hereby authorized to establish and implement such Trust Fund Pension Plan, Trust Agreement and reporting forms as they consider necessary to the finalization of the Pension Plan.

**Section 7.22.** All disbursements shall be in accordance with the Trust Agreement. The cost of implementing and the administration of the Pension Plan and Trust, including legal fees, bonding of Trustees, postage, printing, etc., shall be borne by and from the Pension Trust Fund.

**Section 7.23.** This Pension Fund, including employer contributions, shall be irrevocable except by mutual consent of the parties to this Collective Bargaining Agreement. Mutual consent, as used herein is defined as: A three-fourths (3/4) majority vote of the total employees covered by the plan, and a like vote of the Employers, with subsequent conformity to Section 1.03 of Article I. The provisions of the plan trust and documents shall have control as to plan benefits and rights not specifically addressed herein.

**Section 7.24.** Any signatory employer that defaults in making contributions to the Pension Fund shall be liable for all collection and litigation expenses, including reasonable attorney's fees, court costs, liquidated damages and audit fees and expenses, as well as interest at the legal rate.

**Section 7.25.** This Pension Fund and Trust Document will comply with and conform to all applicable laws.

### **Health Fund Contributions**

**Section 7.30.** Each signatory employer shall contribute to the Southern California IBEW-NECA Health Trust Fund the amount stated in Article III, Section 3.05 of this agreement for each hour worked by each employee covered by this Agreement. (See Wage Scales - Article III, Section 3.05)

**Section 7.31.** A Board of Trustees for the Health Trust Fund is hereby established and shall consist of an equal number of members selected by the Union and the Chapter. The Board of Trustees is hereby authorized to establish and implement such Trust Fund, Health Fund Trust Agreement and reporting forms as they consider necessary to the finalization of the Health Fund.

**Section 7.32.** All disbursements shall be in accordance with the Trust Agreement. The cost of implementing and the administration of the Health Fund and Trust, including legal fees, bonding of Trustees, postage, printing, etc., shall be borne by and from the Health Trust Fund.

**Section 7.33.** This Health Fund Plan, including employer contributions, shall be irrevocable except by mutual consent of the parties to this Collective Bargaining Agreement. Mutual consent, as used herein, is defined as: A three-fourths (3/4) majority vote of the total employees covered by the Plan, and a like vote of the Employers, with subsequent conformity to Section 1.03 of Article I. The provisions of the plan trust and documents shall have control as to plan benefits and rights not specifically addressed herein.

**Section 7.34.** Any signatory employer who defaults in making contributions to the Health Trust Fund shall be liable for all collection and litigation expenses, including reasonable attorney's fees, court costs, liquidated damages and audit fees and expenses, as well as interest at the legal rate.

**Section 7.35.** This Health Plan and Trust Document will comply with and conform to all applicable laws.

### **Supplemental Unemployment Benefit**

**Section 7.36** The parties agree to develop a Supplemental Unemployment Benefit program, with the details to be mutually agreed upon by the parties.

### **Vacation Fund in Credit Union**

**Section 7.40.** The Employer shall deduct and forward payment to each employee, by paying to an account maintained in his/her name at the Los Angeles Electrical Workers Credit Union

(LAEWCU), a state chartered credit union. The amount to be deducted from the gross pay of each employee shall be the amount specified on the approved rate bulletin sheet, currently at 8.5%. This amount is not in excess of, but is a part of the wage scale, and shall be paid to the LAEWCU by remitting said amount along with other contributions to the existing "Lock Box" account.

**Section 7.41.** The accounts held in each employee's name by the LAEWCU shall be subject to such rules and regulations as the LAEWCU has adopted or may adopt pursuant to its charter.

**Section 7.42.** The employer's sole responsibility under this section shall be to pay the amounts described in Section 7.40 above.

### **Southern California IBEW, Local No. 11-NECA Defined Contribution Plan**

**Section 7.45.** Each signatory employer shall contribute to the Southern California IBEW Local Union 11-NECA Defined Contribution Plan the amount stated in Article III, Section 3.05 of this agreement for each hour worked by each employee covered by this Agreement. This fund shall become Part "B" of the Southern California Board of Trustees that administer the Southern California IBEW/NECA Pension Trust Fund. (See Wage Scale - Article III, Section 3.05). A 'Tiered' Defined Contribution process shall be implemented by the parties to this agreement upon full compliance with all state and federal laws. In addition, an automatic Local 11 Working Assessment will be implemented.

**Section 7.46.** All disbursements shall be in accordance with the Plan adopted by the Board of Trustees. The cost of implementing and the administration of the Southern California IBEW, Local Union 11-NECA Defined Contribution Plan shall be borne by the Southern California IBEW, Local Union 11-NECA Defined Contribution Plan.

**Section 7.47.** This Southern California IBEW, Local Union 11-NECA Defined Contribution Plan, including Employer contributions, shall be irrevocable except by mutual consent of the parties to this Collective Bargaining Agreement. Mutual consent, as used herein, is defined as: A three-fourths (3/4) majority vote of the total employees covered by the Plan, and a like vote of the employers with subsequent conformity to Section 1.03 of Article I. The provisions of the plan trust and documents shall have control as to plan benefits and rights not specifically addressed herein.

**Section 7.48.** This Southern California IBEW, Local Union 11-NECA Defined Contribution Plan shall comply with and conform to all applicable laws.

## **Time of Contributions and Monthly Reports, Delinquency or Failure to Make Contributions or to File Reports of all Funds**

**Section 7.51.** Contributions to each of the foregoing Funds shall be due and payable on or before the tenth (10th) day of each month covering hours worked by each employee through the last payroll period in the prior calendar month. Each employer shall file a monthly report with each Fund in the form established by the Fund, and such report shall be filed regardless of whether a employer has employed any employees in the month covered by the report.

**Section 7.52.** Any employer who fails to report or to make contributions due to any foregoing Fund before the fifteenth (15th) day of the month in which it is due, or who issues a non-sufficient check shall be considered delinquent and, therefore, obligated and liable and subject to the following:

Each delinquent employer shall pay to the Fund involved liquidated damages in the amount of 1½% of the principal if late 1-30 days; 3% of the principal if late 31-60 days; 1½% will accrue for each additional thirty days late, up to a maximum of 18% per annum of the indebtedness or ten dollars (\$10.00) for each month of delinquency, whichever is the greater.

The Trustees of the Fund involved shall, within sixty (60) days after an employer is delinquent, instruct legal counsel to institute legal action to enforce collection. A delinquent employer shall pay all collection and litigation expenses, including reasonable attorney's fees, court costs, liquidated damages, audit fees and expenses, as well as interest and other expenses incurred in the enforcing of collection from such employer, and each employer shall make applicable books and records available for such purpose. Collection actions may be brought by the Trustees of the Fund in the name of the Fund, or in the name of the Trustees or in the name of any assignee, or agent as determined by the Trustees.

A delinquent employer shall be liable to any employee affected by such delinquency for a sum equal to the value of the benefits lost to the employee by reason of delinquency of such employer. A delinquent employer shall be liable to reimburse any Fund for the cost or value of any benefits which may be made available by the Trustees to any employee affected by the failure of the delinquent employer to contribute or to report to the Health Fund or to the Pension Fund or to any other Fund.

Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Local Secretary-Treasurer.

An employer may be absolved of any or all of the foregoing liabilities if he/she satisfies the Trustees that he/she failed to pay any contributions or to report because of honest mistake, clerical error, or other reasons satisfactory to the Board of Trustees.

Whenever an employer claims that his/her failure to make the required contributions was due to honest mistake or clerical error, and requests relief for that reason, it shall be considered

provided the employer agrees in writing to an audit of his/her records by an auditor appointed by the Board of Trustees. If the audit reveals to the Trustees that such failure to pay was not due to honest mistake or clerical error, then the employer shall pay the cost of the audit; otherwise, the Trust Fund will pay for the cost of the audit. Any employer shall be entitled to credit for or refund of money paid to any Trust Fund by reason of clerical error or mistake and the Trustees are authorized to refund such monies. The acceptance of any contributions from any employer shall not release or discharge him/her from the obligations to contribute for all hours worked under this Agreement for which no contribution has actually been received notwithstanding any statement, restriction or qualification appearing on any check from any employer.

The following Trust Agreements are binding on all employers employing persons covered by this Agreement:

1. Pension Trust Agreement; Health Trust Agreement; Joint Apprenticeship and Educational and Training Trust Agreement; Payroll and Fringe Benefits Guarantee Trust Fund Agreement; Credit Union Fund Agreement; the Labor-Management Cooperation Committee.

2. Each employer hereto agrees to be bound by all of the obligations imposed upon the individual employer by said Agreement. Each employer making contributions to each of said Funds hereby agrees that by so doing, and hereby does irrevocably designate and appoint the Employer-designated Trustees mentioned in each of said Trust Agreements, as Trustees authorized to act in his behalf pursuant to said Trust Agreements, and irrevocably ratifies the designation, selection, appointment, removal and substitution of Trustees as provided in each of said Trust Agreements. Each employer becoming a party to this Agreement authorizes the Trustees functioning under said Trust Agreements and the parties hereto to obtain rulings before any court or agency concerning any tax or other aspect of this Agreement, or any of the foregoing Trust Agreements, and to comply with the filing or reporting requirements of any applicable law, in behalf of all persons covered thereby.

**Section 7.53.** It is contemplated and understood that the Pension Plan and Health Plan created hereunder, and any trust which may be established in connection therewith, shall at all times.

(a) Be and remain a qualified plan, payments to which are deductible to the contractors, and not current income to the employees, under the United States Internal Revenue Act of 1954, the Revenue and Taxation Code of the State of California, and the Bank and Corporation Tax Law of the State of California.

(b) Be and remain such that it complies with the provisions of the California Retirement Systems Act (if applicable), the Labor-Management Relations Act of 1947, as amended, the Federal Welfare and Pension Plans Disclosure Act, and this Agreement, and as they may be amended from time to time, together with any other applicable valid State laws or rules or regulations.

(c) Be and remain such that contributions to the Pension Plan and Health Plan shall not be a part of the "regular rate" at which any employee is employed, according to the terms of

the United States Fair Labor Standards Act and the Regulations and interpretations of it, and shall not be subject to deductions for state or federal income tax purposes, or under or for the purposes of the California Unemployment and Disability Insurance Act, the Federal Unemployment Tax Act, the Social Security Act, or the Federal Insurance Contributions Act, or any similar legislation.

(d) To this end, the parties agree that they will, from time to time, promptly adopt such amendments or take such other steps as to make the provisions of the Pension Plan and Health Plan and its administration clearly conform to these laws, rules and regulations including, if necessary, amendments with retroactive effect as the circumstances may require.

(e) It is further understood that the employer's sole obligation hereunder, and under each Plan and Trust, shall be to make such contributions as are required hereunder, and that benefits payable under the Pension Plan and Health Plan and Trusts shall be determined on a money purchase basis, or on any other basis that is actuarially sound in relation to the required contributions.

**Section 7.54.** A delinquent employer shall be cited before the Labor-Management Committee in accord with Article VII, Section 7.55 by the Trustees or their designated representative, or any authorized party to the Agreement under the following circumstances:

1. Issuing a check with insufficient funds in payment of wages, fringe benefits or other contributions as required by the terms and conditions of this agreement.
2. Failure to transmit a contribution report form when due.
3. Refusing to permit audit entry upon the request of the trustees of any trust.
4. Failure to pay wages or contributions as disclosed by an audit performed at the request of the trustees of any trust.

(a) Notice of hearing shall be sent at least ten (10) days prior to the scheduled hearing date.

(b) Notice shall be sent to the Employer at the address appearing on this Agreement or any Letter of Assent, or on the list of the Secretary of the Labor-Management Committee, which address shall be the recognized address for the giving of notice. The signatory parties hereto agree that service of the charges, the notice of hearing before the Labor-Management Committee and notice of the decision of the Labor-Management Committee shall be deemed to have been properly served upon the party cited if it is sent by Certified Mail, return receipt requested, to said Employer's recognized address. The signatory parties hereto agree that the recognized address shall be the last known address of the person cited, and the person cited agrees that service at the recognized address will be deemed sufficient both for notice of hearing and of the decision of the Labor-Management Committee. It shall be the affirmative duty of each signatory party hereto to keep the Local Union advised of said person's last known

address if said address is different from that appearing on this Agreement or any Letter of Assent. The signatory parties hereto waive any claim that they were not served properly if service as described above was made in accord with this Section.

**Section 7.55.** The procedures of the Labor-Management Committee, with regard to the failure to pay contributions or refusal to permit audit entry upon request of the Trustees of any Trust are set forth in Article VII, Section 7.54.

**Section 7.56.** The Labor-Management Committee shall have the right not only to determine whether there has been a violation of this Agreement, but shall also have the right to devise an appropriate remedy consistent with the interpretation and applicable of this Agreement, including allowance of attorney's fees, cost of enforcement and interest from the date of decision, if court proceedings are required to enforce the decision. In addition, the Labor-Management Committee shall have the right to determine whether a party cited before these bodies has been properly cited and whether the provisions for notice have been complied with. The Labor-Management Committee shall have the further right to determine whether a party is signatory to this Agreement, whether any particular dispute is subject to the grievance procedure of this Agreement; and shall have the right to determine any and all defenses and contentions, legal or otherwise, raised by any person. Upon the rendering of the decision by the Labor-Management Committee, the Chairman and Secretary may execute any written award on behalf of all the members of the Committee.

**Section 7.57.** The Labor-Management Committee may delegate any or all of its powers and duties to the Labor-Management Subcommittee which body shall have authority to hear and determine grievances with the same force and effect of the Labor-Management Committee. Any decision of the Labor-Management Subcommittee may be appealed to the Labor-Management Committee within ten (10) days of rendition of the Arbitration Award, but where contributions are found due, the full sum of the award must be posted prior to appeal. If no appeal is taken, or if the requisite deposit is not given, the decision of the Labor-Management Committee shall be final and binding at the end of ten (10) days.

### **Drug and Alcohol Policy**

**Section 8.06.** The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply

with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

### **Separability Clause**

**Section 8.07** 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.

The Employer will, in accordance with the Industrial Welfare Commission of the State of California (IWC), abide by all such wage laws.

**Section 8.08.** This Collective Bargaining Agreement shall supersede the requirements of Chapter 2.203 (Contractor Employee Jury Service) of the Los Angeles County Code.

### **General Savings Clause**

**Section 8.10** If any portion of this Agreement may not be put into effect because of applicable Legislation, Executive Orders or Regulations, then such portions, or any part thereof, shall become effective at such time, in such amounts, and for such periods, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

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

## **ARTICLE IX**

### **National Labor Management Cooperation Committee (NLMCC)**

**Section 9.01.** The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the building/construction industry;
- 5) to sponsor programs which improve job security, enhance economic and

community development, and promote the general welfare of the community and the industry;

6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;

7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

8) to engage in public education and other programs to expand the economic development of the electrical construction industry;

9) to enhance the involvement of workers in making decisions that affect their working lives; and

10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

**Section 9.02.** The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

**Section 9.03.** Each employer shall contribute one cent (1¢) 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 NECA Chapter, or its designee, shall be the collection agent for this Fund.

**Section 9.04.** If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 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.

Negotiated by Local Union 11, IBEW and Los Angeles County Chapter, National Electrical Contractors Association.

Effective Date: July 1, 2019

Signed For:

LOCAL UNION NO. 11, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

 /ss  
Business Manager  
Joel Barton

 /ss  
President  
Gaylord "Rusty" Roten

Signed For:

LOS ANGELES COUNTY CHAPTER NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

 /ss  
Chapter Manager  
James M. Willson

 /ss  
President  
Dan Henrich

## APPENDIX I SAFETY RECOMMENDATIONS

THE FOLLOWING SAFETY RECOMMENDATIONS ARE OFFERED IN THE HOPE THAT THEY WILL REDUCE THE NUMBER AND THE SEVERITY OF ACCIDENTS IN THE ELECTRICAL INDUSTRY.

1. Prior to starting work, the Employer must survey the job site to determine the hazards and the safeguards necessary to ensure that work is performed safely.
2. When a worker is first employed, he must be given instructions regarding job hazards, safety precautions and the Employer's code of safety practices.
3. All workers shall follow safe practice rules, render every possible aid to safe operations, and report all unsafe conditions or practices to their immediate supervisors.
4. Foremen shall insist that employees work in a safe, workmanlike manner.
5. All workmen shall use the appropriate personal protective safety equipment required for the particular job (i.e., hard hats, safety goggles, etc.).
6. Tailgate safety meetings shall be held at least every ten (10) working days; topics shall be selected on the basis of conditions on the work site. Meetings shall be documented.
7. No one shall knowingly report for work or be allowed to work while his or her ability or alertness is impaired by fatigue, illness, alcohol, drugs, or other causes that might expose them or others to injury.
8. Workers are required to be properly attired for work at all time.
9. Horseplay, scuffling and other acts which tend to have an adverse influence on the safety standards shall be prohibited.
10. The use of any machinery, tools, material, or equipment which is not in compliance with safety standards shall be prohibited.
11. Portable metal ladders shall not be used for electrical work.
12. Workers shall share responsibility of keeping their work place free of scrap and debris, maintaining good housekeeping at all times.
13. Workers shall not throw material, tools or other objects from buildings or structures until proper precautions are taken to protect others.

14. Equipment or circuits that are to be de-energized for service or repair shall be rendered inoperable and have locks and tags applied which shall only be removed by the worker who installs them. Grounds are to be applied where applicable.
15. Exposed energized conductors shall not be left unguarded.
16. GFI (Ground Fault Interrupter) protection or assured grounding systems shall be used in all 15 and 20 AMP 120 Volt circuits.
17. When working around exposed high voltage conductors, a six (6) foot minimum clearance must be maintained; when using hoisting type equipment, a ten (10) foot minimum clearance must be maintained.
18. Employees shall not enter confined spaces unless it has been determined that the atmosphere has not been contaminated and has sufficient oxygen to sustain life. Supplementary ventilation is recommended.
19. Any trench or excavation over five (5) feet in depth or in unstable soil shall be shored or the sides sloped prior to the workmen being allowed to enter. A CAL/OSHA permit is required.
20. All accidents must be reported immediately to the Employer's representative and steward if available.
21. The Employer and employee shall both be on the alert for asbestos at the work site. The Employer will determine the level of exposure and take proper precautions.
22. The Employer shall make available reasonable, sanitary facilities including suitable and sanitary drinking water (this shall not necessarily mean bottled water) for its employees.
23. An adequate first aid kit shall be mandatory on every job and/or truck.
24. Each employee covered under this Agreement must have current first aid and CPR certificate (current shall mean within the previous three (3) years).

**PHONE NUMBERS:**

IBEW/NECA Electrical Training Trust  
(323) 221-5881 Fax (323) 721-6522

Southern Calif. IBEW-NECA (Health & Pension) Trust  
(323) 221-5861 Fax (323) 726-3520

Employee Assistance Program  
(800) 221-0945

L.A. Electrical Workers Credit Union  
(626) 440-9284 Fax (626) 440-9485

National Electrical Contractors Association (NECA)  
(626) 792-6322 Fax (626) 792-6372

**IBEW Local 11 Business Offices:**

Business Manager  
(626) 792-0061 Fax (626) 793-9743

Dues  
(626) 792-1943

Organizing  
(626) 793-9697 Fax (626) 792- 3107

International Pension & NEBF  
(626) 792-2748

Metro - Dispatch  
(323) 517-9610 Fax (323) 726-0623

District 1 (Pasadena Office)  
(626) 792-1831 Fax (626) 796-8612

District #2 – Westchester  
(310) 645-5269 Fax (310) 645-5289

District #3 - Westchester  
(310) 645-3637 Fax (310) 645-0308

District #4 - San Fernando  
(818) 361-7774 Fax (818) 361-0606

District #5 – Palmdale  
(661) 274-9461 Fax (661) 274-9503