



IBEW
LOCAL 11
SINCE 1891

Inside Wiremen's
PROPOSED CONTRACT
July 1, 2019 – June 30, 2022

Scope of Work

- Cathodic protection
- Installs and maintains all electrical components related to Electric Vehicle (EV) and Plug-In Hybrid Electric Vehicle (PHEV) infrastructure. Assembly, testing, commissioning, maintenance, repair, retrofitting and decommissioning of energy storage and microgrid (ESM) systems.
- All electrical construction installation, maintenance and repair work in tunnels while the tunnel is under construction. This shall include installation of temporary power and light wiring, work performed on the tunnel boring machine (TBM) and the deenergizing of electrical systems within the tunnel, including all work on the construction and boring of the tunnel, including work on the tunnel in the adjacent structures such as station box.

Article 1 Effective Date- Changes-Grievance-Disputes

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 and 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 the relevant 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 2 Employer Qualifications-Employer Rights-Union Rights

~~Section 2.01. (c): Employs at least one (1) journeyman from the Hiring Hall who is not financially connected with the firm.~~

~~Section 2.09. Non-Resident Employees (Portability) The parties agree to follow and concur with the guidelines concerning portability established by the National Joint Portability Agreement. An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.~~

Article 3 Hours-Wages-Working Conditions

Section 3.01 (b) Rest Periods: Description of rest period under wage order 16 is now included in the Agreement.

1. 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. ...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 1/2) 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.

Section 3.02. (a) Pick Up Time: Where required by the job conditions, the contractor or the Union may request a job site conference with the contractor...

Section 3.03. (a) Overtime: The overtime rate shall be double the straight time rate of pay after ten (10) hours worked on weekdays, on Saturday after ten (10) hours, and all hours worked on Sunday...To be effective on January 27, 2020.

Section 3.03. (g) 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.

Section 3.17. (b) Work after hours: 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.

Section 3.18. (b) Transfers: It will not be mandatory for an employee to accept transfer to a job ~~to a dispatch area~~ other than the one they were ~~he was~~ dispatched to.

Section 3.24 Required Tools: Amend items listed below

- #12 – ~~1 scratch awl~~
- #20 – ~~1 plumb bob, 8 oz.~~
- #24 – ~~1 wood folding rule, 6'~~
- #25 – ~~Wigginton voltage tester~~ Non-contact proximity voltage tester

Section 3.25. (a) PPE: To include rain gear and FRC/NOMEX when required. When FRC/NOMEX clothing is a requirement to be worn for work in chemical plants, process plants, refineries (including pipeline work upstream or downstream), or any other facility to protect personnel from hazards such as chemical, environmental, radiological, mechanical irritants, etc. All cleaning for FRC/NOMEX will be the sole responsibility of the employer.

Section 3.25. (d) Specialized Safety Shoes: When specialized safety shoes (e.g., steel toe/composite toe boots) are required by the customer as a condition of work at the job site, the employee shall be reimbursed with a stipend in the amount of \$125.00 toward the cost of the footwear. For the purposes of this section, “specialized safety shoes” shall be defined as that footwear that has been determined by Cal OSHA to be a contractor purchasing responsibility.

The stipend is to be provided by the employer on the employee’s first pay day after the requirement is established and on an annual basis thereafter as long as the requirement is maintained. Only one stipend will be paid to any employee over a twelve-month period, even if the worker goes to work for another employer. It shall be the responsibility of the employee to have the required footwear available for use at all items required by the employer.

The LMCC shall reimburse the employer for stipends paid to qualifying employees, providing the request is made within 45 days of paying the stipend. The employer shall provide the LMCC with a confirmation of the customer requirement and the names and “SSN last four” for each proposed qualifying employee.

Article 4 Referral Procedure – Journeyman Wireman

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

Group III: ...who have been employed for at least six (6) months in the last three (3) years in the geographical area covered by the ~~trade under a collective bargaining agreement between the parties to this Agreement.~~

Article 6 National Employees Benefit Fund – Fringe Benefits

Section 6.01. NEBF: It is agreed that in accord with the National Employees Benefit Agreement ~~of entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and no delineated as the Restated Employees Benefits agreement and Trust,~~ that unless authorized otherwise by the ~~National Employees Benefit Board~~ NEBF the individual Employer will forward monthly to the NEBF’s designated ~~Local Secretary-Treasurer~~ local collection agent an amount equal to three percent (3%) of his gross monthly labor payroll paid to, or accrued by, which he/she is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the ~~National Board~~ 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 ~~National Board~~ NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate ~~Local Secretary-Treasurer~~ local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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 appropriate local collection agent ~~Local Secretary-Treasurer~~.

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

Article 7 Vacation Fund in Credit Union and Union Dues Deduction

Section 7.40. Vacation fund in Credit Union: 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 an amount equal to 12% of 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 LAEWCUCU by remitting said amount along with other contributions to the existing "Lock Box" account.

Section 7.44. Union Dues: This amount shall be paid to the local union by remitting said amount along with other contributions to the existing "Lock Box" account.

Article 8 Safety – Job Security

Section 8.06: Drug Test

1. Elimination of random hair follicle
2. Urine test same day
3. A \$75.00 stipend for drug test paid by LMCC
4. Upon the first non-compliance, a hair follicle test will be required.

Section 8.09: ~~Fringe benefits provided under this Collective Bargaining Agreement shall conform to the requirements of the City of Los Angeles' Equal Benefits Ordinance.~~

Memorandum of Understanding - Trade Show: The parties shall meet within 30 days of the ratification of the Inside Wireman's Agreement to start negotiations on a supplemental trade show MOU.

Memorandum of Understanding - Electrical Trainee Assistance for Inside Journeyman: The parties acknowledge that Journeyman on Books 2, 3 & 4 may need assistance in obtaining their Electrical Trainee card from the State of California while they await taking their State Certification Exam. Towards that effort, the parties agree to assist these Journeyman by providing an administrative reimbursement to the Electrical Training Institute (ETI) for its time in assisting these Journeyman in becoming registered with the State of California and with classes. A \$50 Administrative Fee will be paid by the Labor Management Cooperation Committee (LMCC) to the ETI for each Book 2, 3, or 4 Journeyman that is assisted through the ETI.

The ETI will provide the forms necessary to register the Journeyman as an Electrical Trainee and assist them in completing the form. The ETI will mail out these forms to the State California. The ETI will also provide a list of eligible classes to the member and assist them in the sign -up process so that they meet the requirements of an Electrical Trainee's Continuing Education Unit (CEU).

Section 3.06 – 3.11 Wage and Apprenticeship Increases: \$11.10 over three (3) years

| Effective Date | Amount |
|----------------|--|
| 8/05/2019 | +\$1.60; plus \$0.05 to training by NECA |
| 1/27/2020 | +\$1.70; plus \$0.05 to training by IBEW |
| 7/27/2020 | +\$1.80; plus \$0.05 to LMCC by NECA |
| 2/1/2021 | +\$1.90 to be allocated |
| 7/26/2021 | +\$2.00; plus \$0.05 to training by NECA |
| 1/31/2022 | +\$2.10; plus \$0.05 to training by IBEW |

~~*... On or after 7/1/2006 for classifications above apprentice, future wage increases for the individuals will be contingent upon achievement of California State Electrician Certification.~~