

RESIDENTIAL WIRING AGREEMENT

Between

**LOCAL UNION NO. 11
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

And

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

**EFFECTIVE
September 1, 2019 through November 30, 2020**

RESIDENTIAL WIRING AGREEMENT

AGREEMENT by and between the Residential Section Los Angeles County Chapter, National Electrical Contractors Association, Inc. and Local union No. 11, International Brotherhood of Electrical Workers.

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 Residential Section Los Angeles County Chapter, National Electrical Contractors Association, Inc. and the term "Union" shall mean Local Union No. 11, International Brotherhood of Electrical Workers.

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

TYPE OF WORK COVERED BY THIS AGREEMENT

It is mutually agreed that the provisions of this Agreement shall apply to all units consisting of one or more rooms for use of one or more persons as a housekeeping unit with space for eating, living, and sleeping, and permanent provisions for cooking and sanitation, up to and including four (4) story and a loft garden type apartments over two levels of parking, and all residential maintenance to these occupancies.

ARTICLE I EFFECTIVE DATE - TERMINATIONS - AMENDMENTS - DISPUTES

Section 1.01. This Agreement shall take effect September 1, 2019, and shall remain in effect through November 30, 2020 unless specifically provided for herein. It shall continue in effect from year to year thereafter from December 1st through November 30th of each year unless changed or terminated in the way later provided herein.

Section 1.02. (a) Either party desiring to change or terminate this Agreement must notify the other in writing at least 90 days prior to the anniversary date.

(b) Whenever notice is given for changes, the nature of the changes must be specified in the notice.

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

(d) Should the Labor Management Committee fail to agree or to adjust any matter, such matter shall then be referred to an independent arbitrator selected by the parties for adjudication. The arbitrator's decision shall be final and binding on both parties hereto.

Section 1.03. This Agreement shall be subject to amendment at any time by mutual written consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing,

signed by the parties hereto and approved by the International Office of the Union, 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 disputes over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1.05. There shall be a Residential Labor Management Committee of three representing the Union, at least two (2) of whom shall be workmen engaged in this type of work and three (3) selected by the chapter, at least two (2) of whom shall be Employers doing this type of work. It shall meet regularly at such stated times as it may decide. It shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own chairman and Secretary.

Section 1.06. All grievances or questions in dispute concerning the application, interpretations or performance of the terms of this Agreement, shall be adjusted by a representative of the Union with the individual Employer. If these two are unable to adjust the matter, then a representative of the chapter shall be called in and he and a representative of the Union shall attempt to adjust the matter. In the event that these two are unable to adjust any matter within forty-eight (48) hours, it shall be referred to the Labor Management Committee.

Section 1.07. All matters coming before the Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08. Should this Committee fail to agree or to adjust any matter, such then shall be referred to an independent arbitrator. His decisions shall be final and binding on both parties hereto.

Section 1.09. When any matter in dispute has been referred to 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. No complaint, dispute or grievance shall be considered unless written notice is delivered by the aggrieved party to the Union and Chapter within seven (7) working days from the date on which the alleged complaint, dispute or grievance first occurred, except in cases involving fringe benefit payments.

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 September 1, 2019 and shall remain in effect until the term of this Agreement, November 30, 2020.

ARTICLE II EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01. (a) The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within 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.

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.

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. No member while he remains a member and subject to employment by Employers operating under this Agreement shall himself become a contractor for the performance of any electrical work.

Section 2.04. 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 day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.05. For all employees covered by this Agreement. the Employer shall carry Worker's Compensation Insurance with a company authorized to do business in this State, social security and such other protection insurance as may be required by the laws of the State in which work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of employees.

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

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

Section 2.08. An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.09. The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after finding has been made by the International President of the Union, that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW, or one of its Local Unions, as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges or violations of paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.10. 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 contractor prior to beginning work on the project. The representative shall report to the supervision on the site prior to meeting with the employees.

Section 2.11. Each contractor signatory to an IBEW agreement shall have legible permanent identification cards, seals, decals or stickers of not less than 12 inches by 18 inches or 220 square inches in area visible from the outside on each side of his regular commercial trucks. Such identification signs shall also be displayed on all jobs wherever permissible by contract or local laws.

ARTICLE III HOURS -- WAGES -- WORKING CONDITIONS

Section 3.01.(a) Eight (8) hours' work between the hours of 5:00 A.M. and 6:00 o'clock P.M., with thirty (30) minutes for a lunch period between 10:00 o'clock A.M. and 1:30 o'clock 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.

Where multiple reporting locations are utilized, the men shall report to their assigned reporting location on their time and shall be allowed adequate pick up time and will leave the reporting location on quitting time.

Section 3.01(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.

Section 3.01(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.

OVERTIME

Section 3.02. (a) All work covered by this agreement performed outside of the stated hours will be paid at the one 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 Sundays and the following holidays, and after twelve (12) hours work on any day

Martin Luther King, Jr. Day
Cesar Chavez Day (To be observed on the same day as LAUSD)
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

If any of these days fall on Sunday, the following Monday shall be considered the holiday. If Independence Day, Veteran's Day, Christmas or New Year's falls on Saturday, the Friday preceding will be considered the Holiday.

Presidents Day, 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.

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

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

Section 3.03. (a) 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.

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 workmen over the duration of the job except where it is mutually agreed to be impractical.

Section 3.04 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.

WAGES

Section 3.04. The Union will notify contractors 45 days prior to any changes in wages or fringe benefit allocations. The minimum rate of wages shall be:

	9/1/19	12/30/19
Residential Foreman***	\$21.20	\$35.97
Master Residential Electrician**	\$20.70	\$32.70
Residential Wireman*	\$20.20	\$27.75

Apprentices:

1 st Period	\$10.10	\$14.70
2 nd Period	\$11.11	\$15.70
3 rd Period	\$12.12	\$16.70
4 th Period	\$14.14	\$18.20
5 th Period	\$16.16	\$19.70
6 th Period	\$18.18	\$21.70

Apprentices, each period need to complete one semester of school plus 1,000 hrs.

*A Residential Wireman must work 2,000 hours and pass the general state certification, and Complete the following journey level courses:

Conduit Bending Basic, NEC code, and LAQSP. Once the criteria have been satisfied, they will be advanced to Master Electrician.

**A Master Electrician must work 2,000 hours and pass the following course:

Conduit Bending Advanced, Transformers, and Motor Control Basics, once the criteria have been satisfied, they are eligible to take the Journeyman Wireman's Exam at the discretion of the I.B.E.W Local 11 Examining Board.

*** to become be a Foreman must have Master Residential Classification.

**** Subsequent wage openers for wages and fringe benefits will match the effective dates for those in the Construction Wireman/Construction Electricians (CE/CW) MOU as negotiated between IBEW and NECA. The Residential Foreman rate will match the CE Foreman rate. The Master Residential Electrician rate will match the CE2 rate. The Residential Wireman rate will match the CE1 rate. The rates for Apprentice Periods 1 through 6 will match the CW 1 through 6 rates, respectively.

FRINGE BENEFITS:

Employer Contributions:	9/1/19	12/30/19
NEBF (National Pension)	3%	3%
Local Pension	\$1.25 ^(a)	\$0.00
Training	\$0.30 ^(b)	\$0.40
Health Fund	\$7.54	\$6.15
Labor-Management Cooperation Committee	\$0.16	\$0.05
NEIF (NECA Members)	1%	1%
CCF (Non-NECA Members)	0.5%	0.5%

Employee Deductions:	9/1/19	12/30/19
Training	(\$ 0.20) ^(b)	\$0.00
Labor-Management Cooperation Committee	(\$ 0.04)	\$0.00
Vacation Fund	(8.5%)	\$0.00
Working Dues	(3.5%)	(3.5%)

^(a) Pension contributions for apprentices is based on their percentage in the program.

^(b) There is no employee training deduction for apprentices. Only the \$0.30 employer contribution is paid for training on apprentices.

Section 3.05. 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, as provided above, waiting time at the appropriate rate shall be charged until payment is made. The Employer will either pay the workman at the job site during regular working hours or allow him sufficient time during regular working hours to report to the shop to receive his pay.

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

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 Electrical Training Trust Metro Center, and one copy shall be retained by the contractor.

REQUIRED TOOLS

Section 3.06. (a) All workmen dispatched shall provide the following tools:

- Tool Pouch and Belt
- Zip Knife
- 25 Foot Tape
- 8" or 9" Pliers "sidecutting"
- Long Nose Pliers
- Sta-Kon Pliers
- Adjustable Gripping Pliers
- Wire Strippers
- Hammer
- Screwdrivers - not over 8"
- Awl
- Keyhole Saw
- Hack saw
- Non-Contact Voltage Tester
- Tin Snips
- Gloves

Workmen will be held responsible for the Employer's tools and equipment being stored in a safe manner provided the Employer furnished a safe and suitable place for the storing of men's clothing and tools. The Employer's job headquarters on every project must have a completely equipped certified First Aid Kit at all times.

The Employer shall furnish only new sanitary liners or hard hats when such are required and shall also furnish proper individual protective gear to workmen engaged in burning and welding operations.

(b) Each Employer shall provide a locked box or safe place for the storage of employees' tools.

(c) Should an employee's tools be stolen from a "locked box or safe place" provided by the employer [per the terms of Section 3.06(b)] and through no fault of his/her own as determined by both the employer and the employee, the employee shall be reimbursed the value of such stolen tools. Employees shall be reimbursed for up to the established value for such tools as determined by the cost of hand tools available for purchase from the Electrical Training Institute, where applicable, or the lowest published cost if not applicable. This reimbursement shall be funded through "The Payroll and Fringe Guarantee Trust Fund". This section shall NOT apply to any tool not required under Article III Section 3.06(a) of this Agreement AND/OR when the employee's tools were not secured, misplaced AND/OR no established theft is documented with authorities.

Section 3.07. Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with the Employer's direction and the applicable code.

Section 3.08. (a) No traveling time shall be paid before or after working hours to workmen for traveling to and from any job in the jurisdiction of the Union when workmen are ordered to report on the job.

(b) Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, traveling time, room and board, and all other necessary expenses.

(c) No workman shall use any vehicle in a manner detrimental to the best interest of other workmen, nor shall he use his vehicle to transport the Employer's tools or materials.

Section 3.09. When men are ordered to report at a shop or a job and are not put to work, they shall be paid for all time for which they are directed to remain available, but they shall receive no less than two (2) hours' pay. When workmen report and are put to work, they shall receive pay for a minimum of four (4) hours and shall remain on the job unless directed otherwise by the Employer.

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 3.10. Shift Work.

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

The first shift (day shift) shall 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) beginning before 4:59 a.m. Monday (which would normally be considered part of the Sunday workday) 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%)

Section 3.11. Each job or project requiring more than three (3) Residential Wiremen shall be under the supervision of a Foreman. Workmen are not to take directions or orders or accept the layout of any job from anyone except the Foreman.

DRINKING WATER

Section 3.12. The contractor shall assure that portable water is available to employees at the job site.

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

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

GROUP I. All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Residential wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW, or have been certified as a Residential Wireman by a duly constituted Residential Training Subcommittee, and who have been employed for a period of at least one year in the last two years under a collective bargaining agreement between the parties to this Agreement.

GROUP II. All applicants for employment who have two or more years' experience in the trade and who have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Residential Wireman by a duly constituted Residential Training Subcommittee.

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

Section 4.06. If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request. Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure employees without using the Referral procedure. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such employees.

Section 4.07. "Normal Construction Labor Market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

LOS ANGELES
COUNTY
CALIFORNIA

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

Section 4.08. "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.09. "Examinations" – An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this Agreement, but from and after the date of this Agreement shall include only written and/or practical examinations given by this Local Union or any other duly constituted Inside Construction Local Union of the I.B.E.W. Scheduled intervals of time for examinations shall not exceed ninety days. An applicant shall be eligible for examination if he has two years' experience in the trade.

Section 4.10. Anyone who makes an application for referral as an applicant for employment, and who does not meet the requirements of one of the three Groups in Section 4.05 above, shall be referred to the Residential Training Subcommittee for their consideration as a Trainee.

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

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

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

Section 4.14. (a) The only exceptions which shall be allowed in this order of referral is when the Employer states bona fide requirements for special skills and abilities in his request for applicants. The Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b) An individual who has the Los Angeles Qualified Safety Person (LAQSP) designation will be considered to have special skills and abilities for the purposes of referral as referenced in Section 4.14 (a).

Section 4.15. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a public member appointed by both these members.

Section 4.16. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.17. A copy of the Referral procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

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

Section 4.19. Trainees shall be hired and transferred in accordance with the training provisions of the Agreement between the parties.

**ARTICLE V
STANDARD RESIDENTIAL APPRENTICESHIP & TRAINING
LANGUAGE**

Section 5.01. The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Residential Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two to four members appointed by the IBEW Local Union and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Residential Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee, where one exists, shall include: interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

Section 5.02. Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

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

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

Section 5.03. Any issue concerning an apprentice, or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve. The JATC or its subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If

the JATC cannot resolve an appeal, the matter shall be properly referred to the Residential Labor Management Committee for resolution.

Section 5.04. Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

Section 5.05. All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 5.06. The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment of all Residential apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job training assignments.

Section 5.07. The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, until two years after they should have completed the apprenticeship program and they must demonstrate they have acquired the necessary skills and knowledge to warrant the classification of Residential Wireman. Such individual may, however, reapply for Apprenticeship through the normal application and selection process after their indenture has been terminated.

Section 5.08. Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of two apprentices to one Residential Wireman on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the job site ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 5.09. Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

Section 5.10. The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Residential Apprenticeship and Training Standards. As a condition for completion of apprenticeship, the apprentice may also be required to obtain a license and/or other certification(s) required to work as a Residential Wireman.

Section 5.11. The apprentice is to be under the supervision of a Residential Wireman, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in

order to properly develop trade skills and become proficient in the work processes associated with the trade. A Residential Wireman is not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Residential Wireman or Supervisor is required to leave or is absent from the job, respecting any wage and hour regulations that may exist.

Section 5.12. The employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this agreement.

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

Section 5.14. All Employers, subject to the terms of this Agreement, shall contribute the amount of funds specified by the party's signatory to the local apprenticeship and training trust agreement. The current rate of contribution is specified according to Section 3.04. This sum shall be due the Trust Fund by the same date as is their payment of the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI FRINGE BENEFITS

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

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.

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

Section 6.02. Employer signatory to this Agreement shall make contributions to the NECA/IBEW Family Medical Care Trust Fund for all Residential employees.

The contributions required under this Agreement for each employee shall be made, at the rates set by the Board of Trustees of the Fund. The rate for Residential employees for Plan 1 coverage is set forth in Appendix "B" of this Agreement. These contributions shall be due on the fifteenth (15) day of the month following the month in which work is performed. The Employer shall be bound to the Participation Agreement executed by the NECA Chapter with the Fund containing currently applicable contribution amounts for each time period in which a different contribution rate is utilized, and these contribution rates shall be those required under this Agreement.

0) Employees described in paragraph 1 shall be eligible for family coverage under the NECA/IBEW Family Medical Care Trust Fund Plan 1. Eligibility shall be determined under the provisions of the NECA/IBEW Family Medical Care Trust Fund Plan 1. In addition, when the CE or CW employee attains Journeyman status and becomes eligible under the members' Inside Wireman Health & Welfare Fund, coverage will immediately cease under the NECA/IBEW Family Medical Care Trust Fund.

(4) All Employers employing Residential employees are bound by the Participation Agreement between the NECA/IBEW Family Medical Care Trust Fund and NECA. The NECA/IBEW Family Medical Care Trust Fund may terminate this Participation Agreement at any time, in which case contributions may no longer be made to the NECA/IBEW Family Medical Care Trust Fund under this Agreement. The NECA Chapter may terminate the Participation Agreement at any time after the longer of three years following the Effective Date of this Section or the expiration of this collective bargaining agreement by providing written notice to the NECA/IBEW Family Medical Care Trust Fund by certified mail received by the NECA/IBEW Family Medical Care Trust Fund more than 60 days prior to the first of the month for which contributions and payroll deductions would be due for employees under this Agreement absent the termination notice. The Employer shall remain bound to the independent requirements to make contributions under the terms and in the amounts set forth in the then current Participation Agreement even if this collective bargaining agreement has expired.

(5) The Employers adopt and agree to be bound by all the terms and provisions of the Agreement and Declarations of Trust and Plan creating the NECA/IBEW Family Medical Care Trust Fund as fully as if the Employers were original parties. The Employers acknowledge receipt of these documents. The Employers designate the Employer Trustees of the Fund as their representatives on the Fund. The Employers agree to be bound by and to ratify all actions taken by the Trustees pursuant to the powers granted them under the Trust Agreements.

Section 6.03. Southern California IBEW-NECA Labor-Management Cooperation Committee Trust Fund. Each employee covered by the terms of the agreement shall contribute, through a payroll deduction, the amount specified in Section 3.04 for each hour worked, into the Southern California IBEW-NECA Labor-Management Cooperation Committee Trust Fund. Each Employer shall make the deduction for each hour worked and shall forward the total amount for all employees covered by this agreement on a monthly basis transmitted on a form furnished and prescribed by the trustees of the fund.

Section 6.04. Each signatory contractor shall contribute to the Southern California IBEW Local Union No. 11-NECA Defined Contribution the amount specified in Section 3.04 for each hour worked by each employee covered by this agreement. This contribution to the Part "B" of the Southern California IBEW/NECA Pension Plan shall be administered by the same Board of

Trustees that administer the Southern California IBEW/NECA Trust Fund. 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 6.05. Individual employers who fail to remit as provided in Sections 6.02 ,6.03 and 6.04 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 made.

Section 6.06. (a) The failure of an individual Employer to comply with the provisions of Sections 6.01, 6.02, 6.03 and 6.04 shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor-Management Committee is empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contributions to such funds which have resulted from the violation.

if, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with subsection (a) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

IBEW POLITICAL EDUCATION FUND

Section 6.10. 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.

ARTICLE VII 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 manhours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150.000 manhours.
2. One Hundred percent (100%) of all productive electrical payroll in excess of 150,000 manhours 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 (15th) 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.

ARTICLE VIII SAFETY

Section 8.02. It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

Section 8.03. Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

Section 8.04. On all energized circuits or equipment carrying four-hundred forty (440) volts or over, as a safety measure, two (2) or more Residential Wiremen must work together.

Section 8.05. Only qualified employees shall be permitted to use powder actuated tools.

Section 8.06. It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

Section 8.07. All drivers and passengers riding in Company vehicle must comply with CAL OSHA Safety standards.

DRUG AWARENESS PROGRAM

Section 8.08. 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

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.

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

Effective Date: September 1, 2019

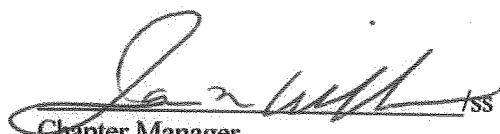
Signed For:

Local Union #11, International Brotherhood of Electrical Workers


Business Manager
Joel Barton

Signed For:

Los Angeles County Chapter, National Electrical Contractors Association


Chapter Manager
James M. Willson