

K 8228



# IBEW

International Brotherhood of  
Electrical Workers, AFL-CIO

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PASADENA, CALIFORNIA 91102-2500  
FAX (626) 796-8612

BUSINESS MANAGER'S OFFICE  
(626) 792-0061  
BOOKKEEPING OFFICE  
(626) 792-3002  
COMPLIANCE OFFICE  
(626) 793-9695  
DUES OFFICE  
(626) 792-1943  
DISTRICT ONE OFFICE  
(626) 792-1831  
PENSION & DEATH BENEFIT OFFICE  
(626) 792-2748  
ORGANIZING  
(626) 793-9697

April 1, 2005

Mr. Forrest Randall  
ESA Construction Wage Determination  
US Department of Labor  
200 Constitution Avenue NW  
Washington, DC 20210-0001

Re: Residential Wiremen's Agreement July 1, 1992 through June 30,  
1995 and Extension through June 30, 2006

Dear Mr. Randall:

Enclosed please find six executed copies of Form 654, the Davis-Bacon Fringe Benefit Summary, for Residential Wiremen, Los Angeles County, effective November 22, 2004.

Effective November 22, 2004, under the above agreement, a seventy-five cent increase was allocated to the basic hourly wage, which brings the total basic hourly wage for Residential Wiremen to \$19.40. Residential Foreman classification is \$1.00 over the Wireman rate. A copy of the Allocation and Agreement are enclosed for your files. Form 654 has been submitted to the State of California, DIR, as the prevailing wage for Los Angeles County.

Please enter these rates with the US Department of Labor as the prevailing wage for Residential Wiremen in Los Angeles County.

Very truly yours,

Marvin Kropke  
Business Manager/Financial Secretary

Encls.

✓ cc: John Steinmeyer, Bur. Labor Statistics

MK:em opeiu#537 afl-cio



# IBEW

**International Brotherhood of Electrical Workers • Local Union 11**

*"Representing Electrical Construction and Municipal Workers across Los Angeles County"*

**MARVIN KROPKE**

*Business Manager*

*Financial Secretary*



**ALLOCATION OF SEVENTY-FIVE CENT INCREASE  
IN THE RESIDENTIAL WIRING AGREEMENT BETWEEN IBEW, LOCAL 11  
AND LOS ANGELES COUNTY CHAPTER, NECA – NOVEMBER 22, 2004**

The seventy-five cent increase in the Residential Wiring Agreement negotiated by IBEW, Local Union No. 11, and Los Angeles County Chapter of the National Electrical Contractor's Association, effective November 22, 2004, was allocated as follows:

**\$0.75 to Basic Hourly Wage (Total Basic Hourly Wage \$19.40)**

**(See enclosed Residential Wireman Wages and Fringes)**

Signed for:

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

\_\_\_\_\_  
Marvin Kropke, Business Manager/Financial Secretary

2/17/05

Date

Signed For:

**LOS ANGELES COUNTY CHAPTER NATIONAL  
ELECTRICAL CONTRACTOR'S ASSOCIATION**

\_\_\_\_\_  
Jim Willson, Chapter Manager

2/17/05

Date

em/opetu#537 aff-cfo

## "DAVIS-BACON FRINGE BENEFIT SUMMARY"

<b>1. ELECTRICAL CLASSIFICATIONS:</b>	
Wiremen <input type="checkbox"/>	Linemen <input type="checkbox"/>
Apprentice <input type="checkbox"/>	Cablesplacers <input type="checkbox"/>
Residential Wiremen <input type="checkbox"/>	Residential Trainees <input type="checkbox"/>
Groundmen <input type="checkbox"/>	and Others <input type="checkbox"/>

<b>2 STATE(S):</b>	California
<b>COUNTY Or AREA:</b>	Los Angeles
RESIDENTIAL WIREMAN	

3	4	A	B	C	D	E	F
EFFECTIVE DATES	BASIC HOURLY WAGE	HEALTH & WELFARE	PENSION 3% NEBF	VACATION & PAID HOLIDAYS	APPREN. TRAINING PROGRAM	Labor Mgmt.	Total
(a) 11/22/04 Residential Wireman	(a) \$19.40	EMPLOYER CONTRIBUTION \$3.99	\$1.25 .58 NEBF		.30	.16	\$25.68
		EMPLOYEE DEDUCTION	\$1.83		.20	.04	
(b) 11/22/04 Residential Foreman (\$1.00 over Resid. Wireman rate)	(b) \$20.40	EMPLOYER CONTRIBUTION \$3.99	\$1.25 .61 NEBF		.30	.16	\$26.71
		EMPLOYEE DEDUCTION	\$1.86		.20	.04	
(c)	(c)	EMPLOYER CONTRIBUTION					
		EMPLOYEE DEDUCTION					
(d)	(d)	EMPLOYER CONTRIBUTION					
		EMPLOYEE DEDUCTION					
<b>5</b>	ARE FUNDS FORMALLY ESTABLISHED FOR A, B, C, D, E, & F?	Yes	Yes		Yes	Yes	
<b>6</b>	ARE PLANS REPORTABLE UNDER THE "DISCLOSURE ACT" for A, B, ETC.?	Yes	Yes		Yes	Yes	
<b>7</b>	List the AGREEMENT REFERENCE of the fringe benefits cited.	ARTICLE SECTION PARAGRAPH PAGE	III, VI 3.04, 6.02 1, 1 7, 16	III, VI, VI 3.04, 6.01, 6.04 1, 1, 1 7, 16, 17	III, V 3.04, 5.08 1, 1 7, 15	III, VI 3.04, 6.03 1, 1 7, 17	
<b>8</b>	ON WHAT WAGE WILL THE EMPLOYEE PAY FED. & STATE TAXES IN COL (4), ABOVE? (a) \$ 19.40 , (b) \$ 20.40 , (c) \$ , and (d) \$						

<b>9</b> National Electrical Contractors Assoc.
Contractor or Association
By:  Title: Chapter Manager
James Willson Date: 2/17/05

<b>10</b> IBEW, Local Union No. 11
IBEW, Local Union No. 11
By:  Title: Business Manager
Marvin Kropke Date: 2/17/05

PREPARE IN TRIPLICATE. Send original and one copy to the I.O. Attach one (1) copy of your agreement. (FOR INSTRUCTIONS IN PREPARING THIS FORM: SEE OTHER SIDE OF THIS PAGE.)

# Changes to Los Angeles/NECA and IBEW Residential Agreement 2003

1. Article I: Effective Date April 28, 2003 through June 30, 2006.
2. Article III: Hours – Wages – Working Conditions: Insert, change or modify to mirror Inside Wiremen's CBA language, Sections 3.01 through 3.05 (except Wages & Benefits).
  - a) Insert Credit Union (holiday-vacation) Fund language.
  - b) Insert 'Working Dues' deduction language.
  - c) Insert 'C.O.P.E.' deduction enabling language.
  - d) Insert 'Tiered Annuity' enabling language.
  - e) Add Dr. Martin Luther King Jr. & Cesaer Chavez as 'non scheduled workdays'.
  - f) Add Contract Compliance (non-NECA aka: AMF) at ½ of 1%.

### 3. Wages & Benefits

<b><u>EFFECTIVE DATE:</u></b>	4/28/03	11/24/03**	6/28/04**	11/22/04**	6/27/05**	11/28/05**
	\$ 1.25	\$.75	\$.75	\$.75	\$.80	\$.80
RESIDENTIAL WIREMAN	\$17.40					
RESIDENTIAL FOREMAN	\$18.40					

<u>FRINGE BENEFITS:</u>	<u>EMPLOYER CONTRIBUTION</u>	<u>EMPLOYEE DEDUCTION</u>
PENSION PLAN (annuity only)	\$ 1.00	-----
*HEALTH PLAN (Res.Jrnm.4/28/03)	\$ 3.99	-----
*TRAINING FUND	\$ .30	\$ .20
*LABOR MANAGEMENT	\$ .16	\$ .04
COOPERATION COMM. TRUST FUND		
NAT. ELECTRICAL BENEFIT FUND	3%	-----
NAT. ELECTRICAL INDUSTRY FUND (where applicable)	1%	-----

\*April 28, 2003 - \$ .58 Health Plan, \$.12 LMCC, \$.20 Training

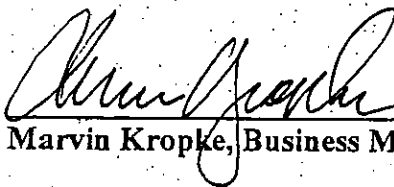
\*\*To be allocated on November 24, 2003, June 28, 2004, November 22, 2004, June 27, 2005 and November 28, 2005.

4. Article V: (Apprenticeship) Replace existing language with 'Category I' Article V International Language (3 year/6 period program).
5. Article VI, Section 6.02: (Health) replace with new Article VII & Sections mirroring Inside Wiremen's CBA. (Vision coverage added.) Future allocations will not be required to be allocated to the Health plan.
6. Article VI, Section 6:03: (LMCC) replace with new Article VII & Sections mirroring Inside Wiremen's CBA.

7. Article VI, add Sections 7.40 through 7.42 (Credit Union Fund) mirroring Inside Wiremen's CBA.
8. Article VII (Industry Fund) and other Articles & Sections renumber mirroring Inside Wiremen's CBA.
9. Drug Testing Program Procedure language to be agreed on by IBEW/NECA.
10. IBEW/NECA mutually agreed to Qualified Safety Person Program. (See QSP Sheet)

Signed for:

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

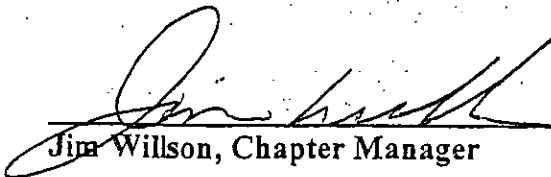


Marvin Kropke, Business Manager/Financial Secretary

7/28/03  
Date

Signed For:

**LOS ANGELES COUNTY CHAPTER NATIONAL  
ELECTRICAL CONTRACTOR'S ASSOCIATION**



Jim Willson, Chapter Manager

7/28/03  
Date

RESIDENTIAL WIRING AGREEMENT

Between

LOCAL UNION NO. 11  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

And

LOS ANGELES COUNTY CHAPTER  
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

EFFECTIVE DATE  
JULY 1, 1992 THROUGH JUNE 30, 1995

## 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 built primarily for family residence 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 July 1, 1992, and shall remain in effect through June 30, 1995, unless specifically provided for herein. It shall continue in effect from year to year thereafter from July 1st through June 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, interpretation, 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.

## 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.

(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.

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. Any outside firm doing electrical work within the jurisdiction of this Local Union shall not be allowed to bring in more than one (1) non-resident Residential Wireman. When any complaint or dispute arises dealing with this question, any ruling made by the International Office of the Union shall be accepted and put into effect.

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.

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. Eight (8) hours' work between the hours of 6:00 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.

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.

Memorial Day (last Monday in May)  
Fourth of July  
Labor Day  
Veterans 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) The regular work day before Christmas and the regular work day before New Year's will normally be a non-scheduled work day. If, however, it is necessary due to job scheduling, to work on these days, time and one half 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) 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.

(b) 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.

#### 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:

<u>EFFECTIVE DATE</u>	7/1/92	1/1/93	7/1/93	1/1/94	7/1/94	1/1/95
		\$ .15**	\$ .25**	\$ .25**	\$ .25**	\$ .25**
Residential Wireman	\$15.40					
Residential Foreman	\$16.40					
<u>RESIDENTIAL TRAINEES:</u>		\$ .10**	\$ .20**	\$ .20**	\$ .20**	\$ .20**
1st Level	\$ 6.40					
2nd Level	\$ 7.60					
3rd Level	\$ 9.35					
4th Level	\$11.35					

Residential Trainees will have the sum of \$.90 per hour in the Annuity Plan (effective 12/1/89)

<u>FRINGE BENEFITS:</u>	<u>EMPLOYER CONTRIBUTION</u>	<u>EMPLOYEE DEDUCTION</u>
PENSION PLAN	\$ 1.00	_____
HEALTH PLAN	\$ 3.01	_____
TRAINING FUND	\$ .10	_____
LABOR-MANAGEMENT COOPERATION	\$ .04	\$ .04
COMMITTEE TRUST FUND		
NATIONAL ELECTRICAL BENEFIT FUND	3%	_____
NATIONAL ELECTRICAL INDUSTRY FUND	1%	_____
(Where Applicable)		
Job Recovery		2%

\*The Health Plan contribution shall coincide with the basic health & dental plan of the Inside Wiremen's agreement.

- \* July 1, 1992 - \$.05 Health Plan - Residential Wireman
- \* July 1, 1992 - \$.15 Health Plan - Residential Trainee
- \*\*To be Allocated on January 1, 1993, July 1, 1993, January 1, 1994, July 1, 1994 and January 1, 1995.

Section 3.05. Wages and all authorized expenses shall be paid weekly in cash or by payroll check on a local bank not later than quitting time on Friday and not more than three (3) days' wages may be withheld at that time. 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
- 12 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  
Voltage Tester  
Tin Snips  
Gloves

(b) 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.

(c) 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.

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) The 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.

AT THE  
FEDERAL RATE  
32¢/hr.

(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.

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 at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 6:00 a.m. and 6:00 p.m. Workmen on the day shift shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7-1/2) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight-time rate shall be the maximum compensation for any hour worked.

There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.11. 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 qualifies.

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

Section 4.15. 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 TRAINING

Section 5.01. There shall be a Residential Training Subcommittee of three (3) members representing the Chapter and three (3) members representing the Union. At least two (2) of the members representing the Chapter and at least two (2) members representing the Union shall be those actively engaged in performing residential work. This Subcommittee shall adopt local residential training standards in conformity with the National Residential Training Standards for the Electrical Contracting industry. It shall also be responsible for training Residential Wiremen and others. These local standards will be promptly agreed upon by the parties to this Agreement and shall be registered by the Local JATC with the National Apprenticeship and Training Committee.

Section 5.02. Members of the Residential Training Subcommittee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one (1) Chapter and one (1) Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A subcommittee member may succeed himself.

The Subcommittee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

The Subcommittee shall meet at least once a month and also when called by the Chairman.

Section 5.03. The Subcommittee shall supervise all matters involving Residential training in conformity with the provisions of this Agreement and the registered local Residential Training Standards. In case of a deadlock, the matter in dispute shall be referred to the Local Joint Apprenticeship and Training Committee for settlement. Any proposed changes in this Agreement, pertaining to Residential training, should first be considered by the Residential Committee for their recommendation before being acted upon by the parties to this Agreement.

Section 5.04. In order to provide diversity of training or work opportunities, the Subcommittee shall have full authority to transfer Trainees from one job or Employer to another. All transfers and assignments for work shall be issued by the Subcommittee.

Section 5.05. (a) All Trainees employed under the terms of this Agreement shall be obtained from the Residential Training Subcommittee. A Trainee who has completed his probationary period may be removed from training by the Subcommittee, in accordance with its rules, for cause. Such removal by the Subcommittee also cancels his classification of Trainee and the opportunity to complete his training.

(b) The Subcommittee is authorized to register a total number of Trainees not to exceed a ratio of one (1) Trainee to one (1) Residential Wireman who are normally employed under the terms of this Agreement.

Section 5.06. Each Employer shall be allowed a ratio of one (1) Trainee to one (1) Residential Wireman. Such ratio shall not be exceeded on any job.

Section 5.07. A Residential Trainee shall be under the direct personal supervision of a Residential Wireman at all times. When a Residential Wireman and a Residential Trainee are working together and it becomes necessary for the Residential Wireman to leave for a short period of time, it should not be necessary for the Residential Trainee to accompany the Residential Wireman. A Trainee shall not be permitted to work alone on any job, however, regardless of the type of work involved or the length of time needed to do the job, except as provided in this Section.

Section 5.08. All Employers subject to the terms of this Agreement shall contribute Ten Cents per hour (\$.10) for each hour worked by covered Employees, for the purpose of maintaining the training program. This sum shall be due the local existing Joint Apprenticeship and Training Trust Fund by the same date as is their payment to the NEBF under the terms of the Employees Benefit Agreement.

Section 5.09. An Employer must have a DAS approval and a Residential Wireman for each Trainee dispatched.

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. The individual Employer shall contribute and forward monthly to the IBEW/NECA Health Trust Fund an amount equal to \$2.36 (EFF. 12/1/90) for each covered hour for which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month.

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, four cents (.04) per hour for each hour worked, into the Southern California IBEW-NECA Labor-Management Cooperation Committee Trust Fund. Each Employer shall make the four cent (.04) per hour 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 a total of one dollar (\$1.00) per hour 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.

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.

(b) 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.

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.

ARTICLE VIII  
SAFETY

Section 8.01. There shall be a Joint Safety Committee consisting of three members representing the Employer and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to, or greater than, the Standards for Construction as established by occupational Safety and Health Act of 1970, or other applicable Federal or State laws. Such rules, and other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

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. No employees shall be compelled to use a powder actuated tool. 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 which 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 impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. When drug and alcohol testing is performed all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.



Where such testing is required, the employer shall pay for the test, and shall compensate the employee for his time, except where the employee tests positive, in which case the employee shall not be compensated for his time.

#### 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.