Southern California

9th District Sound & Communications Agreement

Addendum No.1 to the 9th District Sound & Communications

Agreement

By and Between

International Brotherhood of Electrical Workers

And

National Electrical Contractors Association

December 1, 2022 to November 30, 2025

CONTENTS

SCOPE 1
Basic Principles 4
ARTICLE I Effective Date/Changes/Grievances/Disputes 4
Term of Agreement 4
Changes, Termination & Arbitration 4, 5
Amendment by Mutual Consent 5
Grievances/Disputes 5
Labor-Management Committee 5, 9
Council on Industrial Relations 5
Status Quo, Timeliness 5
Clarification of Grievance Procedures 5, 6
ARTICLE II Employer Rights/Union Rights 6
Employer Defined 6
Management Rights 6
Workers Compensation 7
Union Representation 7
Double Breasting 7
Portability 7
Designated Management Worker 7
Union Stewards 7
Union Access to Work Site 7
Sanctioned Picket Line 8
Employer Tools 8
Tool List 8
Union Security 8
Annulment and Subcontracting 9
Union Discipline 9
No Discrimination 9
Favored Nations 9
ARTICLE III Hours/Wages/Working Conditions 9
Hours of Work 9
4-10 Hour Days, On Call 10
Minimum Work Day, Emergency, Service Call, Recall 10
Holidays 11
Payment of Wages 11
Rates of Wages, Benefits, Funds & Deductions: Appendix I 12
Foreman 12
Apprentice 12
Shift Work 12, 13
Union Bulletin Board 13
Travel Time 13, 14
Uniforms 14
Parking 14
Handling & Moving Materials 14
Potable Water 14
Sick Pay 14
ARTICLE IV Referral Procedure 14
Union Exclusive Source of Referral 14
Right of Rejection 14
Non-Discriminatory Referral 14
Register of Applicants 15
Exhausted Referral List 15
Temporary Employees 15
"Resident" 15

(CONTENTS, continued)

Out-of-Work List	15
Renewal of Registration	15
Short Call	15
Order of Referral	15
Special Skills	16
Appeals Committee	16
Two Strikes	16
Inspection of Referral Records	16
Posting of Referral Procedure	16
Hiring & Transferring of Apprentices	16
ARTICLE V Safety	17
ARTICLE VI Separability	17
ARTICLE VII Joint Apprenticeship and Training Committee	17, 18
ARTICLE VIII Fringe Benefits and Other Funds and Deductions	19
Payment of Benefits and Funds, Trust Documents, Delinquency	19
NEBF	19
Defined Contribution Plan	20
Health & Welfare	20
Apprenticeship Contribution	20
Labor Management Cooperative Committee	20
National Labor – Management Cooperative Fund	20, 21
Industry Fund	21
Dues Deduct	21
Electrical Industry Administrative Maintenance Fund	21
Delinquent Wage & Fringe Payments Bond	22
ARTICLE IX Drug Awareness Program	22
ARTICLE X Committees/Funds/Miscellaneous	22
Signature Page	23
Appendix I Wage & Benefit Rates	I
Appendix II Funds Identified	II
Local Addenda	
Local Union 11	
Local Union 40	
Local Union 413	
Local Union 428	
Local Union 440	
Local Union 441	
Local Union 477	
Local Union 569	
Local Union 639	
Local Union 952	

This Agreement is by and between signatory Southern California Chapters, National Electrical Contractors Association, Inc., and Local Unions of the International Brotherhood of Electrical Works named herein:

Local 11 (Los Angeles County), Local 40 (Studio), Local 413 (Santa Barbara County), Local 428 (Kern County), Local 440 (Riverside County), Local 441 (Orange County), Local 477, (San Bernardino, Inyo, Mono Counties), Local 569 (San Diego and Imperial Counties), Local 639 (San Luis Obispo County), Local 952 (Ventura County), California Central Coast Chapter, Kern County Chapter, Los Angeles County Chapter, Orange County Chapter, Southern Sierras Chapter.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. This Agreement shall have no force or effect unless a firm signatory to a Letter of Assent is also signatory to a Letter of Assent to one or more Addendum to this Agreement. All firms must sign a Letter of Assent to the Local Addendum, wherever said firm is performing work covered by this Agreement. Any firm desiring to terminate its Letter of Assent must terminate both Assent to this agreement and Assent(s) to any addendum to which the firm is signatory.

Conditions relevant to a specific geographic area shall be negotiated and made part of this agreement as Addendum 1, 2, 3, 4, etc., and attached hereto. In the event that a dispute arises between the language of the Addendum and the Master Agreement, the Addendum language shall take precedence, provided such Addendum has been approved, the same as this Agreement.

As used hereinafter in this Agreement the term "Chapter" shall mean the signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Local Unions.

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

As used hereinafter in this Agreement the term "Installer" shall refer to Journeyman Sound Installer.

"Normal Construction Labor Market" is defined to mean the geographical areas named above, plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

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

SCOPE OF WORK

I. The work covered by this Agreement shall include the installation, testing, service and maintenance, of any system that is covered by the National Electrical, National Fire Protection, and any and all other codes for the following systems which utilize the transmission and/or transference of low voltage for voice, sound, vision and digital for commercial, education, security, utility, industrial, convention center and entertainment purposes on site, on campus, and inside a building envelope, TV monitoring and surveillance, UAV Systems, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, sound reinforcement, fire life safety, mass notification, hold-up burglar alarms, surveillance, fire stopping/sealants, audio video, other supervisory protective systems, and low voltage master clock systems. Programming shall be performed under the terms of this Agreement, except as performed by manufacturer employees for modification of catalog equipment.

A. AUDIO, VOICE, DATA, VIDEO and UAV TRANSMISSION/TRANSFERENCE and CONTROL SYSTEMS

1. Background-foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems to include Voice over Internet Protocol (VoIP)
4. Radio page systems
5. School intercom, paging and sound systems
6. Burglar alarm systems
7. Low-voltage master clock systems
8. Multi-media/multiplex systems
9. Sound reinforcement and musical entertainment systems
10. RF, IR and Digital Systems
11. Antennas and Wave Guide
12. Wireless Communication, Emergency, Cellular and Wifi Systems
13. Audio Enhancement Systems
14. Unmanned Aerial Vehicle Control Systems and Hardware
15. Network Based Systems for, but not limited to, those systems listed in Scope of Work above.

B. LIFE SAFETY SYSTEMS **(See Scope Section II for Exceptions and information pertaining to Ventura, Kern, Santa Barbara and San Luis Obispo counties.)

1. Fire Alarm Systems
2. Mass notification systems
3. Integrated fire systems
4. Installation and testing of all fire alarm, fire life safety equipment, including wire and cable pulling through raceways
5. Nurse call systems
6. Smoke evacuation and control systems

C. TELEVISION AND VIDEO SYSTEMS

1. Television monitoring and surveillance systems and all network based systems
2. Video security systems
3. Video entertainment, Digital Video Signage, HD Video over IP and HDBaseT systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV
7. Projection systems

D. SECURITY AND SURVEILLANCE SYSTEMS

1. Perimeter security systems
2. Vibration sensor systems
3. Card access systems
4. Access control systems
5. Closed circuit TV systems
6. Sonar/Infrared monitoring equipment
7. Hold-up Alarm
8. UAV Control Systems and Hardware (Unmanned Aerial Vehicle)

E. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)

1. SCADA (Supervisory Control and Data Acquisition)
2. PCM (Pulse Code Modulation)
3. Inventory Control Systems
4. Digital Data Systems
5. Broadband and Baseband and Carriers
6. Point of Sale Systems
7. VSAT Data Systems
8. Data Communication Systems
9. RF, IR and Digital Control Systems
10. Fiber Optic Data Systems
11. Wireless systems and Wireless Access Points (WAPs)

F. The parties to this agreement recognize that the Scope of Work in this Agreement is subject to local addendum; especially in the areas of integrated energymanagement and life safety systems.

G. The following items are included within the scope of work when such items are used exclusively for non raceway systems: J-hooks; Teardrops; Trapezes (ceiling wire with horizontal support); Plastic tube, Innerduct, and flexible fabric Innerduct for VDV on occupied job sites only. Ladder Racks when used exclusively for Low Voltage Systems (See Scope Section II for exceptions).

II. This Agreement specifically excludes the following work:

A. Raceway systems are not to be installed under the terms of this Agreement.

B. Energy Management systems are not to be installed under the terms of this Agreement.

C. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the Scope) are not to be installed under the terms of this Agreement.

D. Life Safety systems, when installed in raceways (including wire and cable pulling) shall be performed at the equivalent current Inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen when either of the following two (2) conditions apply:

1. The project involves new or major remodel Building construction.
2. The conductors for the fire alarm systems are installed in conduit.

Historically, fire alarms have been performed by Journeyman Wiremen in: Ventura, Kern, Santa Barbara and San Luis Obispo.

In those areas where fire alarm systems have historically not been performed by Inside Journeyman Wireman, such work may be performed under this Agreement.

F. Intelligent Transportation Systems (Street lighting, traffic signals, free ways, toll ways etc) are not to be installed under the terms of thisAgreement.

G. Ladder Racks are excluded from this agreement in San Luis Obispo, Santa Barbara and Ventura Counties.

In an effort to eliminate confusion regarding the interpretation of the Scope of Work covered by this agreement, the parties hereto agree to establish a Scope Review Committee composed of the following:

MANAGEMENT REPRESENTATIVES	**LABOR REPRESENTATIVES**
2 Communication (C7) Contractors	2 Inside Agents
2 Electrical (C10) Contractors	2 IBEW Business Managers
2 NECA Chapter Managers	2 Sound & Communications Agents

Members of the Committee shall be selected by the parties they represent. The Committee shall meet at such times as seemed necessary by the parties. The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

It shall be the function of the Scope Review Committee to consider and review various system technologies and to make recommendations to the parties to this agreement or addendum. The Scope Review Committee is not authorized to interpret this agreement, or addendum, in the event of a dispute over the Scope of Work. All grievances or questions in dispute shall be adjusted pursuant to Sections 1:06-1:10 of this Agreement.

BASIC PRINCIPLES

The employer and the union have a common and sympathetic interest in both the Sound and Communication and Electrical/Electronic Industries. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

Effective Date/Changes/Grievances/Disputes

Section 1:01 This Agreement shall take effect December 1, 2022, and shall remain in effect until November 30, 2025, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.

Section 1:02 Changes

(a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

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

(d) Unresolved issues or disputes arising out of failure to negotiate a renewal or modification of this

agreement that remain on the 20th of the month preceding the next regular meeting of Council on Industrial Relations may be submitted jointly or unilaterally to the Council for

adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decision shall be final and binding.

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

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

Section 1:03 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the I.B.E.W. for approval, the same as this Agreement.

Section 1:04 Grievances / Disputes
There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1:05 There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1:06 All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

Section 1:07 All matters coming before the Labor-Management Committee shall be decided by majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1:08 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1:09 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1:10 Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within 30 calendar days of its occurrence shall be deemed to no longer exist.

Section 1:11 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 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.

ARTICLE II
Employer Rights -- Union Rights

Section 2:01 Employer Defined. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer under the terms of this Agreement. Therefore, an Employer who contracts for such work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, a business telephone and adequate tools, equipment and inventory. The Employer shall maintain a suitable financial status to meet payroll requirements, and employing not less than one (1) installer, when performing work covered under this Agreement.

(a) Employees, except those meeting the requirements of "Employer" as defined herein, shall not contract for any work as set forth under the "Scope of Work" of this Agreement.

(b) Any employee, working under the terms of this Agreement, holding an active contractor's license covering the Scope of Work as set forth in this Agreement, shall inactivate their license in accordance with State Law.

(c) The Union will not sign any non-electrical or non-VDV contractors to thisAgreement.

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 For all employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance with a company authorized to do business in the State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed.

Section 2:04

(a) The Employer recognizes the union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the union for the purpose of collective bargaining in respect to 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 determination.

Section 2:05 In order to protect and preserve, for the employees covered by this Agreement, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint-venture, wherein the employer, through its officers, directors, partner or stockholders, exercise either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2:06 Free movement of men is allowed throughout any of the signatory Local Union jurisdictions. On all jobs exceeding three (3) days in duration, the Employer shall notify the Local Union in whose jurisdiction they will be working, in writing or by fax, prior to starting a job, the location of the job, and the names and social security numbers of the employees to be sent in. Approved forms will be provided by the Union. The representative of the Union, either in the area where the work is being performed or in the areas where the contractor' shop is located, shall have the authority to inspect the individual Employer's payroll and associated work records as to time and pay of an employee, if the question arises. The rights covered by this Section are not automatic, but are contingent upon compliance with the proper notification contained herein.

Section 2:07 A signatory Employer shall not perform work as an installer except two (2) designated members of a firm (Employer) shall be permitted to work with the tools at any time on work covered by this Agreement. Such working members of a firm (Employer) shall work under all the terms and conditions of this Agreement. Nothing contained in this section shall be construed to prevent any Employer from performing work during emergencies for the protection of life or property or working up to four (4) hours each day on service, repair calls, and checking and inspecting.

Section 2:08 The Union has the right to appoint Stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by an Employer because of his faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business manager of the Union. Such removal would be subject to the grievance procedure.

Section 2:09 The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement, provided he first notifies the Employer's local office.

Section 2:10

(a) It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee, for an employee to refuse to cross or work behind a picket line which is sanctioned by the Building Trades Council, the Central Labor Council or the Local Union.

(b) Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision, but only when, a safe place is provided by the Employer.

Section 2:11 Employees under this Agreement shall not be required to furnish power or special tools or test equipment except as required in this section. Employees shall not use the Employer's property such as tools, parts, test equipment and transportation for other than the Employer's business.

The employee shall provide himself or herself with the necessary hand tools to perform the assigned work. The following tools shall be furnished by the employee:

Leather Pouch	Hammer
Channel Locks 7" -720	*Spintite Set
Flashlight	Pocket Level, torpedo 6" or 8"
Screwdriver, Stubby	Awl or Scribe
Screwdriver, 5" Blade	Wrench, Adjustable Crescent 6"
Screwdriver, 8" Blade	**Allen Wrench Set
Screwdriver, Phillips, sizes 0 & 1	Wire Stripper
Tone Probe	Vise grips
Pliers, Side cutters, 8"	T & B Crimp-on-tool
Punch-down-tool	Tri-tap with changeable tap
***Multi-meter/non calibrated	12' x 3/4" tape measure (min)
Large and Small diagonals (6" and 4")	Center Punch
Large and Small needle nose pliers (6" and 4")	Dry wall saw

* Sizes – 3/16", ¼", 5/16", 3/8", 7/16", ½"
** Sizes – .050", 1/16", 5/64", 3/32", 7/64", 5/32", 3/16", 7/32", ¼", 5/16"
***Any calibrated meter to be used will be supplied by the Contractor

The Employer will provide the necessary power tools and other test equipment to perform the assigned work, and the employee shall be held responsible for such Employer furnished tools and equipment assigned him or her.

Each employer will furnish necessary locked storage to reasonably protect tools from weather and vandalism and will replace such tools when tools are damaged on the job or stolen from the locked storage.

The employer shall provide all Personal Protective Equipment (PPE) as defined by OSHA and/or Cal-OSHA at no charge to the employee(s). To include rain gear and FRC/NOMEX when required. When FRC/NOMEX clothing is a requirement to be worn for work in chemical plants, process plants, refineries (including pipeline work upstream or downstream), or any other facility to protect personnel from hazards such as chemical, environmental, radiological, mechanical irritants, etc. All cleaning for FRC/NOMEX will be the sole responsibility of the employer. PPE provided shall be of the appropriate size. Only new sanitary liners and clean hard hats will be furnished by the Employer. The Employer's job headquarters on every project must have a completely equipped, certified, First Aid Kit, at all times.

Section 2:12 All employees covered by the terms of this Agreement shall be required to become 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 2:13 Annulment/Subcontracting
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 I.B.E.W., other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical / electronic work to any person, firm, or corporation not recognizing the I.B.E.W., or one of its Local Unions as the collective bargaining representative of his employees on any electrical / electronic 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 of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2:14 The Labor-Management Committee shall meet within five (5) working days when notice is given by any member thereof that an unresolved dispute within the jurisdiction of the Committee exists.

Section 2:15 The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2:16 In accordance with the Federal government Executive Orders, the Fair Employment Practices Act of the State of California, and other applicable laws, the parties to this Agreement shall not discriminate against employees or applicants for employment on the basis of race, religion, color, age, sex, creed, national origin, or disability.

Section 2:17 Favored Nations. 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 chapter of any such concessions.

ARTICLE III
Hours/Wages/Working Conditions

Section 3:01

(a) Eight (8) consecutive hours work between the hours of 5:00 A.M. and 6:00 P.M. (excluding a meal period of not less than one-half (1/2) hour) shall constitute a work day. Forty (40) hours within five (5) consecutive days, Monday through Friday, shall constitute the workweek.

A workman required to work during his regular lunch period shall receive the established overtime rate for lunch period and shall be allowed a reasonable opportunity to eat his lunch on the employer's time. A thirty-(30)-minute lunch period shall be allowed no later than six (6) hours after the regular start time.

(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.

(5) The contactor 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.

(b) When mutually agreed by the union and the employer, four (4) ten (10) hour days at the regular rate of pay shall be allowed Monday through Friday.

(c) All employees requested to be available on call after regular hours, or on Saturday, Sunday and holidays shall receive wages at the following rate: Seventy Dollars ($70.00) per day or applicable wage rates if required to work, with a minimum of two (2) hours' pay.

(d) An employee recalled for duty after the completion of his normal shift for the day shall receive pay in accordance with the provision of Section 3.02 for the number of hours worked on such call however, an employee so recalled shall receive an amount of no less than an amount equal to the appropriate rate of pay for two (2) hours. The period of recall shall begin with the time of the employee leaving his home until the time of his return.

(e) When workmen report at the shop or job and are not put to work due to conditions beyond the control of the workmen, they shall receive two (2) hours pay. Workmen may be required to remain at the job site for the hours paid.

(f) 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.

(g) An employee called for duty outside of the regular working hours for emergency repair work, call-back work or service calls shall receive a minimum of two (2) hours pay at the appropriate rate.

(h) Workers shall report to their assigned reporting location on their own time, and shall be allowed adequate pickup time, and will leave the reporting location at quitting time.

(i) Contractor will pay for initial security clearances when required.

(j) When time clocks are required by the Employer, Employees shall punch such time clocks on the Employers time. This includes "Signing In", "Brassing In", "Badging In", or "Scanned In", shall be construed as the punching said time clock. Security checkpoints do not constitute punching said time clock.

(k) It will not be mandatory for an employee to accept transfer to a dispatch area other than the one they were dispatched to. Declining a transfer will not result in a "quit".

Section 3:02

(a) All work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the regular straight time rate. Sundays and the following holidays shall be paid at double the straight time rate of pay:

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) All hours worked after 12 hours in one day shall be paid at the double time rate.

(c) If any Holiday falls on Sunday the following Monday shall be considered the holiday. If Christmas or New Year's falls on Saturday the Friday proceeding shall be considered the holiday.

(d) The regular workday before Christmas Day and the regular workday before New Year's Day will normally be non-scheduled workdays. If, however, it is necessary to work on those days, the straight time rate of pay will apply.

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

Section 3:03 Wages

(a) All payrolls shall close 12:00 midnight Sunday and workers shall be paid no later than Thursday by quitting time each week. An Employee who does not receive his/her paycheck at quitting on pay day, waiting time must be paid at eight (8) hours pay for every day pay is late starting immediately after quitting time of any shift, and eight (8) hours pay for each additional 24 hour period of waiting time. If payroll is delayed by no fault of the contractor due to circumstances beyond the control of the contractor, waiting time will be waived for one day equaling a 24 hour period.

(1) Direct Deposit: Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the Employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the Employee and the Employer with notification copied to the Union. Payroll must be in the bank and accessible to Employee by quitting time on Thursday unless a holiday falls in the first part of the week as statedabove.

(2) Payroll by Mail: Employees may voluntarily allow for payroll to be delivered to their mailing address of choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the Employee and Employer with notification copied to the union. Payroll must be in the bank and accessible to Employee by quitting time Thursday unless holiday falls in the first part of the week as stated above.

(3) If Employee does not have a bank account or permanent mailing address available that the Employee can access on a weekly basis they shall have their payroll delivered to the job site no later than quitting time on Thursday. This will include provisions for holidays as stated above. Said Employee will not be discriminated against by the employer for not having a bank account or permanent mailing address.

(4) The Union shall furnish Termination Slips to employers, to be filled out upon termination of an Employee. The termination slip will show Company name, the Employee's name and last four-digits of their Social Security Number, reason for termination, name of immediate supervisor and signature of the person effecting the termination. A copy shall be given to

the Employee, the Employer shall retain a copy, a copy shall be furnished to the appropriate Union and a copy shall be furnished to the appropriate chapter of NECA.

(b) On being terminated, all workmen shall immediately be given a written Termination Notice, on which shall be shown the 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. Copies of each termination notice shall be provided to the IBEW Local Union office of referral, the corresponding NECA office, and the applicable JATC in the case of an apprentice. A copy shall be retained by the Employer.

(c) WAGES, FRINGE BENEFITS, CLASSIFICATIONS and all FUNDS and DEDUCTIONS for the following classifications are shown in Appendix 1.

Journeyman Sound Installers, Sound Foreman, Sound General Foreman, Journeyman Sound Electrician (Los Angeles), Apprentice and Unindentured.

(d) Foreman shall be designated at the 4th Journeyman Sound Installer (JSI) at the JSI rate of pay times 1.10. General Foremen shall be designated at 9th JSI at the JSI rate of pay times 1.20. Foreman shall supervise a maximum of nine (9) installers or a maximum crew size of fifteen (15) workmen.

(e) APPRENTICES
The maximum hourly rate of wages shall be as follows:

Period	Elapsed Time	Job Hours			Percentage	Related Training
1st	6 months	0	-	800	45%	Satisfactory Progress
2nd	6 months	801	-	1600	50%	1st year school completed
3rd	6 months	1601	-	2400	55%	Satisfactory Progress
4th	6 months	2401	-	3200	60%	2nd year school completed
5th	6 months	3201	-	4000	65%	Satisfactory Progress
6th	6 months	4001	-	4800	80%	3rd year school completed

To be advanced, the apprentice must have satisfactorily completed all requirements: Elapsed Time, OJT Accumulative Hours and Related Training as indicated above. [Example: To be promoted to fifth period, one must have served at least six months as a fourth period apprentice, accumulated a minimum of 3200 hours of OJT and satisfactorily completed the second year of related training.]

(f) During a shutdown or when a layoff takes place on a project where an undetermined amount of overtime hours are to be worked, payroll for those workers being laid off at the end of the overtime shift may be delivered to the Local Union office the employee was dispatched from no later than 3 pm the following workday. If not delivered by 3 pm, the appropriate waiting time will begin as per section 3:03 (a).

Section 3:04 Shift Work

Multiple shifts of at least five consecutive days duration may be worked. Saturdays, Sundays and holidays, if worked within the shift schedule, (although paid according to section 3.02) are considered to be within the five consecutive days' duration.

(a) The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 5:00 a.m. and 6:00 p.m., Monday - Friday. Employees on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

(b) The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 1:00 a.m., Monday – Friday. Employees on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate, plus anadditional 17.3% for all hours worked.

(c) The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m., Monday – Friday. Employees on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate, plus 31.4% for all hoursworked.

(d) If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30a.m. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least a five (5) consecutive day duration unless mutually changed by the parties to this Agreement.

(e) An unpaid lunch period of thirty (30) minutes shall be allowed on eachshift.

(f) All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

(g) There shall be no pyramiding of overtime rates and two (2) times the straight time rate shall be the maximum compensation for any hour worked.

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

(i) The appropriate shift shall be determined by the start time of the shift. This chart shall be used to determine which shift and corresponding rate is applicable:

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

Section 3:05 A bulletin board shall be provided by the Employer for the Union to post official notices to its members. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union, to post official notices.

Section 3:06 Travel Time
Wages shall be paid for all time in going from shop to the job, from the job to the shop and from job to job. When workmen covered by the terms of this Addendum are ordered to report directly to a job site, travel expense shall be paid in accordance with the following schedule:

56	-	65 miles	- $10.00 per day
66	-	75 miles	- $15.00 per day
76	-	85 miles	- $20.00 per day

More than 85 miles - $20.00 per day and $10.00 per hour beginning at the 85th mile. When workmen are ordered to report directly to a job site or travel job to job in a personal vehicle; they shall receive travel expense in accordance with the above schedule and mileage expense at the IRS Schedule for those miles traveled which exceed 55 miles in each direction.

*Does not apply to work covered under a Davis-Bacon posting that includes a travel adjusted hourly rate of pay.

Job to job travel in a personal vehicle shall be paid at the IRS rate.

Mileage shall be computed from the job site to the closer of the employee's residence or the employer's normal place of business.

Personal vehicles will not be used to transport company material or tools except beepers, walkie-talkies and small hand tools.

When it becomes necessary that an employee remain overnight from the Employer's place of business, at the direction of the Employer, then such employee shall receive either a round trip mileage expense as set forth under Section 3:07 above or the actual expenses incurred in such transportation required, whichever is less. Additionally, such employees remaining away overnight, at the Employer's direction, shall receive reimbursement for such food and lodging expense incurred and supported by appropriate receipts not to exceed $65.00 per day.

Map-quest or equal shall be used to determine the shortest mileage.

Section 3:07 When the Employer requires identifying clothing as to style or fashion, the Employer shall furnish same. The Employer will pay for any required dry-cleaning or other special maintenance.

Section 3:08 Paid Parking. In all areas where free parking is not available within 500 yards of the job or project at the start of the shift, the contractor shall reimburse employees weekly, at the lowest rate available within said 500 yard area, providing the employee presents a signed and dated receipt for each parking expenditure.

Section 3:09 The handling and moving of all materials, equipment and apparatus on the job shall be performed by workmen employed under the terms of an IBEW-NECA Agreement, with the exception of the first drop.

Section 3:10 The contractor shall assure that potable water is available to employees at the jobsite.

Section 3:11 Sick Pay: The parties to this Agreement hereby agree to waive the requirements of any statue, 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 union for violation of said statute, ordinance, rule, law or regulation.

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 Local 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 Local Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other

aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4:05 The Local 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
An applicant who has completed the IBEW Sound Apprenticeship Program or has worked an equal number of years in the communications industry as an Installer and is a resident of the normal commute area of that Local Union.

GROUP II
An applicant who meets the requirements for GROUP I in any other signatory Local Union.

GROUP III
An applicant who has communication experience but who does not meet the requirements of GROUP I or GROUP II

GROUP IV
An applicant who does not meet the requirements of GROUPS I, II, & III.

Section 4:06 If the registration list exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees."

Section 4:07 The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4:08 "Resident" means a person who has maintained his permanent home in the normal commute area of the applicable Local Union 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 The Local 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 4:10 An applicant who has registered on the "out-of-work list" must renew his application every thirty (30) days or his name will be removed from the "list."

Section 4:11 An applicant who is hired and who receives, through no fault of his own, work of five (5) days or less shall, upon registration, be restored to his appropriate place within his GROUP.

Section 4:12 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 and then GROUP IV. 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 this GROUP and his place within his GROUP.

Section 4:13 The only exceptions which shall be allowed in this order of referral are as follows:

(a) 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) The employer shall have the right to call Foreman by name provided:
   1) The employee has not quit his previous employer within the past two weeks.
   2) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as foreman. Upon such request, the business manager shall refer said foreman provided the name appears on the highest priority group.
   3) When an employee is called as a Foreman he must remain a Foreman for 1,000 hours or must receive a reduction in force.

(c) It is recognized that a (QSP) Qualified Safety Person has a special skill.

Section 4:14

(a) An Appeals Committee is hereby established composed of one member appointed by the Local Union, one member appointed by the Local NECA Chapter and a Public Member appointed by both these members.

(b) An applicant who is discharged for cause two (2) times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three (3) business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion:
   1) Require the applicant to obtain further training from the JATC before again being eligible for referral;
   2) Disqualify the applicant for referral or a period of four (4) weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct;
   3) Refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or
   4) Restore the applicant to his/her appropriate place on the referral list.

Section 4:15 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 applicable Local Union of Sections 4:04 through 4:13 of this Agreement. The appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be compiled with by the applicable 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 4:16 A representative of the applicable local NECA Chapter designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4:17 A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the office of the applicable Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4:18 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 4:19 "Experience in the trade" is defined as performing work covered by the Scope of this Agreement.

ARTICLE V
SAFETY

Section 5:01 It is the Employer's responsibility to insure the safety of its employees and their compliance with safety rules and standards

Section 5:02 Each Local Union and Chapter shall establish a Qualified Safety Person (QSP) program.

Section 5:03 When employees are required to work in hazardous areas, the Employer shall provide any necessary protective clothing, safety equipment, protective devices, and safety training.

ARTICLE VI
SEPARABILITY

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.

ARTICLE VII
Joint Apprenticeship and Educational Training Committee

Section 7:01 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 Telecommunications Installer Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Polices. 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 Telecommunications Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee 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 7:02 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.

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 un-expired 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 considered confidential and shall be regarded as property of the JATC and its subcommittee, where a subcommittee is properly established.

Section 7:03 The 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 Local Labor Management committee for resolution.

Section 7:04 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 JATCtrust.

Section 7:05 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 7:06 The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all Sound Installer apprentices. All such job training assignment, or reassignment, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job-training assignments. The JATC, or its subcommittee, shall have the authority to transfer any apprentice, as it deems necessary or appropriate.

Section 7:07 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, unless the individual has properly reapplied for the apprenticeship program and been selected. The individual shall not be permitted to be classified as an Installer, or provided any other classification under this agreement, until two years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

Section 7:08 Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of one apprentice to one Installer. 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 one-to-one ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on the job 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 rankedapplicants.

Section 7:09 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 in the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

Section 7:10 The apprentice is required to satisfactorily complete the minimum number of on-the -job training hours specified and properly registered in the Installer Apprenticeship and Training Standards.

Section 7:11 The apprentice is to be under the supervision of an Installer level employee, 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. Installer are
not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Installer or Supervisor is required to leave or is absent from the job.

Section 7:12 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.

Section 7:13 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 NJATC.

The JATC may also require the apprentice to acquire any appropriate license required for Installer to work in the jurisdiction covered by this agreement.

ARTICLE VIII
Fringe Benefits and Other Funds and Deductions

Section 8:01 PAYMENT OF BENEFITS AND FUNDS, TRUST DOCUMENTS, DELINQUENCY
Contributions to the Funds shall be due and payable on or before the fifteenth (15th) day of each month with electronic transfer of funds by the twentieth (20) day of each month covering hours worked by each employee through the last payroll period in the prior calendar month. Reports shall be filed regardless of whether an Employer has employed any employees in the month covered by the report. The Funds applicable for each Local Union area are named in Appendix II. The rates of all Employer contributions and wage deductions occasioned by this Agreement are shown in Appendix I. The Funds applicable for each Local Union area are named in Appendix II. Contributions are due to the local area funds in which the hours are worked.

The Employer agrees to be bound by the provisions of the Trust Agreements creating the jointly trusteed funds, and all duly executed amendments adopted, and agrees to accept the lawfully appointed Employer trustees.

The Funds shall be entitled to collect from the delinquent employer Liquidated Damages in the amount of 1.5% of any amounts delinquent for 1-31 calendar days. Liquidated Damages shall accrue thereafter at 1.5% of the principal amount per month past due. The Funds may recover from the delinquent employer reasonable collection costs, attorneys' fees, and interest.

The Union may remove bargaining unit employees from employment with a delinquent contractor, provided that advance notice of no less than 24 hours notice of such action is given to the delinquent contractor. Such removal of employees and cessation of work by employees for the delinquent contractor shall continue until the Administrator of the Funds verifies that there is no money owing to the Funds by the contractor.

Section 8:02 EMPLOYEES BENEFIT AGREEMENT
It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

Section 8:03 DEFINED CONTRIBUTION PLAN
The employer shall make contributions to the applicable Defined Contribution Pension Plan in the amounts shown in Appendix I, to the Fund named in Appendix II.

All disbursements shall be in accordance with the Plan adopted by the Board of Trustees. This Plan, including Employer contributions, shall be irrevocable except by mutual consent of the parties to this collective bargaining agreement. The provisions of the plan trust and documents shall control as to plan benefits and rights not specifically addressed herein. Plans shall comply with and conform to all applicable laws and shall bear their own costs.

Section 8:04 HEALTH AND WELFARE
The Employer shall make contributions to the applicable Health and Welfare Trust Fund in the amounts shown in Appendix I, to the Fund named in Appendix II.

Section 8:05 APPRENTICESHIP CONTRIBUTION
The Employer shall make contributions to the applicable Joint Apprenticeship and Training Trust Fund in the amounts shown in Appendix I, to the Fund named in Appendix II.

Section 8:06 LABOR MANAGEMENT COOPERATIVE COMMITTEE
(a) The Employer shall make contributions to the applicable local Joint Cooperative TrustFund or Labor Management Cooperative Committee for all classifications in the amounts shown in Appendix I. Contributions shall be made to the Fund named in Appendix II. The language in Section 8.07 (a) and (b) is hereby incorporated into thisSection.

(b) In addition to the above LMCC employer contribution, there shall be an employee contribution, through hourly wage deduction, in the amount shown in Appendix I, to the Fund named in Appendix II.

Section 8:07 NATIONAL LABOR - MANAGEMENT COOPERATION FUND
(a) The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175 (a) and Section 302 (c) (9) of the Labor-Management Relations Act, 29 U.S.C. §186 (c) (9). The purpose of this Fund include the following:

1) to improve communications between representatives of Labor and Management;
2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
8) to enhance the involvement of workers in making decisions that affect their working lives; and,
9) to engage in any other lawful activities incidental or related to the accomplishments of these purposes and goals.

(b) The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents.

Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

(c) Each Employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The applicable NECA Chapter, or its designee, shall be the collection agent for this Fund.

(d) If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollar ($20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at a rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

(e) The one cent (1¢) per hour contribution for the National LMCC is to be paid from the local LMCC Fund. There will be no increase in the wage/fringe package for this contribution.

Section 8:08 INDUSTRY FUND

Each individual Employer shall contribute one (1%) percent of the productive payroll with the following exclusions:

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

(b) One hundred (100%) percent of all productive electrical payroll in excess of 150,000 man hours paid for electrical work in any one Chapter area during any one (1) 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.

Section 8:09 DUES DEDUCT

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union upon receipt of voluntary authorization the working dues from the pay of bargaining unit employee. The amount to be deducted shall be the amount specified in Appendix I, payable to the Fund named in Appendix II, based on the location in which the work was performed.

Section 8:10 ELECTRICAL INDUSTRY ADMINISTRATIVE MAINTENANCE FUND

The Employer shall make contributions to the applicable Administrative Maintenance Fund in the amounts shown in Appendix I, to the Fund named in Appendix II.

The Administrative Maintenance Fund shall be administered solely by the Association and shall be utilized to pay for the association's costs of the labor contract administration including negotiations, labor relations,

disputes and grievance representation performed on behalf of signatory employers, as well as all other administrative functions required of management such as service on all funds as required by federal law. These monies shall not be used to the detriment of the IBEW.

Section 8:11 DELINQUENT WAGE AND FRINGE PAYMENTS BOND
Any employer who fails to report or to make contributions due pursuant to any or all Sections in Article X by the fifteenth (15th) day of the month in which it is due shall be considered delinquent. The parties to this Agreement reserve the right to establish the requirement for a fringe benefit bond in an amount considered sufficient to guarantee fringe benefit payment.

ARTICLE IX
Drug Awareness Program

Section 9:01 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 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 acceptable scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE X
Committees / Funds / Miscellaneous

Section 10:08 Jury Duty

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

Section 10:09 Code of Excellence
Each IBEW Local Union and corresponding NECA Chapter will jointly participate in development and implementation of the Code of Excellence Program.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 1st day of December 2022.

Signed for IBEW Local Union:

Joel Barton — 12-1-22
Joel Barton — Date
Local 11

1-12-23
Stephan Davis — Date
Local 40

12-22-22
Bill Baker — Date
Local 413

12/1/22
Brian Holt — Date
Local 428

12-1-22
James Rush — Date
Local 440

12/1/22
Neal Lauzon — Date
Local 441

12/1/22
Jason Eshelman — Date
Local 447

12/1/22
Jeremy Adams — Date
Local 569

12-22-22
Mark Simonin — Date
Local 639

12/1/22
Jeff Bolle — Date
Local 952

Signed for NECA:

12/1/22
James Willson — Date
Los Angeles County Chapter

12/1/22
James Willson — Date
Los Angeles County Chapter

12-22-22
Shari Brunner — Date
California Central Coast Chapter

12-1-22
Cody Brooks — Date
Kern County Chapter

Tavia Brunner 12/15/2022
Tavia Brunner — Date
Southern Sierras Chapter

12/16/22
Tom Geller — Date
Orange County Chapter

Tavia Brunner 12/15/2022
Tavia Brunner — Date
Southern Sierras Chapter

Andy Berg — Date
San Diego County Chapter

12-22-22
Shari Brunner — Date
California Central Coast Chapter

12/1/22
James Willson — Date
Los Angeles County Chapter

International Approval

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
March 30, 2023
Kenneth Cooper,
International President
This approval does not make the International a party to this agreement.

Wages and Benefits
Appendix I
Effective with hours worked December 26, 2022

		Class Code	WAGE Effective 12/26/22	HEALTH	PENSION	NEBF 3% Of Gross Wages	LMCC Employer Contribution	AMF	TRAINING JATC	NECA 1% Of Gross Wages	TOTAL WAGE PACKAGE	*SCHEDULED WAGE PACKAGE INCREASES* (Wages and all fringe benefits included)
	SOUND & COMMUNICATIONS											6/26/23 1.55 / 1/01/24 1.55 / 7/01/24 1.60 / 12/31/24 1.60 / *6/30/25* 1.60
	Journeyman Sound Installer (JSI)	INST	**44.92**	9.41	5.47	1.35	0.10	0.15	0.65	0.45	62.50	
	Sound Foreman (JSI + 10%)	FM	**49.41**	9.41	5.47	1.48	0.10	0.15	0.65	0.49	67.16	*(Wages for these classifications are percentage-driven by the JSI rate of pay)*
	Sound General Foreman (JSI + 20%)	GF	**53.90**	9.41	5.47	1.62	0.10	0.15	0.65	0.54	71.84	
	APPRENTICES											
Local 11 - Los Angeles	First Year - 45%	45%	**20.21**	5.68	~~	0.61	0.01	0.15	0.30	0.20	27.16	
	First Year - 50%	50%	**22.46**	5.68	~~	0.67	0.01	0.15	0.30	0.22	29.49	
	Second Year - 55%	55%	**24.71**	9.41	3.01	0.74	0.01	0.15	0.30	0.25	38.58	*(Wages for these classifications are percentage-driven by the JSI rate of pay)*
	Second Year - 60%	60%	**26.95**	9.41	3.28	0.81	0.01	0.15	0.30	0.27	41.18	
	Third Year - 65%	65%	**29.20**	9.41	3.56	0.88	0.01	0.15	0.30	0.29	43.80	
	Third Year - 80%	80%	**35.94**	9.41	4.38	1.08	0.01	0.15	0.30	0.36	51.63	
	SOUND & COMMUNICATIONS											6/26/23 1.55 / 1/01/24 1.55 / 7/01/24 1.60 / 12/31/24 1.60 / *6/30/25* 1.60
	Journeyman Sound Installer (JSI)	INST	**42.12**	10.45	4.73	1.26	0.10	0.15	0.65	0.42	59.88	
	Sound Foreman (JSI + 10%)	FM	**46.33**	10.45	4.73	1.39	0.10	0.15	0.65	0.46	64.26	*(Wages for these classifications are percentage-driven by the JSI rate of pay)*
	Sound General Foreman (JSI + 20%)	GF	**50.54**	10.45	4.73	1.52	0.10	0.15	0.65	0.51	68.65	
	APPRENTICES											
Local 40 - Hollywood	First Year - 45%	45%	**18.95**	6.33	~~	0.57	0.01	0.15	0.30	0.19	26.50	
	First Year - 50%	50%	**21.06**	6.33	~~	0.63	0.01	0.15	0.30	0.21	28.69	
	Second Year - 55%	55%	**23.17**	10.45	2.60	0.70	0.01	0.15	0.30	0.23	37.61	*(Wages for these classifications are percentage-driven by the JSI rate of pay)*
	Second Year - 60%	60%	**25.27**	10.45	2.84	0.76	0.01	0.15	0.30	0.25	40.03	
	Third Year - 65%	65%	**27.38**	10.45	3.07	0.82	0.01	0.15	0.30	0.27	42.45	
	Third Year - 80%	80%	**33.70**	10.45	3.78	1.01	0.01	0.15	0.30	0.34	49.74	
	SOUND & COMMUNICATIONS											6/26/23 1.55 / 1/01/24 1.55 / 7/01/24 1.60 / 12/31/24 1.60 / *6/30/25* 1.60
	Journeyman Sound Installer (JSI)	INST	**38.36**	9.34	9.65	1.15	0.21	0.15	0.65	0.38	59.89	
	Sound Foreman (JSI + 10%)	FM	**42.20**	9.34	9.65	1.27	0.21	0.15	0.65	0.42	63.88	*(Wages for these classifications are percentage-driven by the JSI rate of pay)*
	Sound General Foreman (JSI + 20%)	GF	**46.03**	9.34	9.65	1.38	0.21	0.15	0.65	0.46	67.87	
	APPRENTICES											
Local 428 - Bakersfield	First Year - 45%	45%	**17.26**	9.34	~~	0.52	0.21	0.15	0.30	0.17	27.95	
	First Year - 50%	50%	**19.18**	9.34	~~	0.58	0.21	0.15	0.30	0.19	29.95	
	Second Year - 55%	55%	**21.10**	9.34	5.31	0.63	0.21	0.15	0.30	0.21	37.25	*(Increase health contribution for both First Year Apprentice levels (45% & 50%))*
	Second Year - 60%	60%	**23.02**	9.34	5.79	0.69	0.21	0.15	0.30	0.23	39.73	
	Third Year - 65%	65%	**24.93**	9.34	6.27	0.75	0.21	0.15	0.30	0.25	42.20	
	Third Year - 80%	80%	**30.69**	9.34	7.72	0.92	0.21	0.15	0.30	0.31	49.64	
	SOUND & COMMUNICATIONS											6/26/23 1.55 / 1/01/24 1.55 / 7/01/24 1.60 / 12/31/24 1.60 / *6/30/25* 1.60
	Journeyman Sound Installer (JSI)	INST	**44.49**	9.34	9.65	1.33	0.21	0.15	0.65	0.44	66.27	
	Sound Foreman (JSI + 10%)	FM	**48.33**	9.34	9.65	1.45	0.21	0.15	0.65	0.48	70.26	*(Wages for these classifications are percentage-driven by the JSI rate of pay)*
	Sound General Foreman (JSI + 20%)	GF	**52.16**	9.34	9.65	1.56	0.21	0.15	0.65	0.52	74.25	
Local 428 - Bakersfield	**APPRENTICES**											
Edwards Air Force	First Year - 45%	45%	**23.39**	9.34	~~	0.70	0.21	0.15	0.30	0.23	34.33	
	First Year - 50%	50%	**25.31**	9.34	~~	0.76	0.21	0.15	0.30	0.25	36.32	
	Second Year - 55%	55%	**27.23**	9.34	5.31	0.82	0.21	0.15	0.30	0.27	43.62	*(Increase health contribution for both First Year Apprentice levels (45% & 50%))*
	Second Year - 60%	60%	**29.15**	9.34	5.79	0.87	0.21	0.15	0.30	0.29	46.10	
	Third Year - 65%	65%	**31.06**	9.34	6.27	0.93	0.21	0.15	0.30	0.31	48.58	
	Third Year - 80%	80%	**36.82**	9.34	7.72	1.10	0.21	0.15	0.30	0.37	56.01	
	SOUND & COMMUNICATIONS											6/26/23 1.55 / 1/01/24 1.55 / 7/01/24 1.60 / 12/31/24 1.60 / *6/30/25* 1.60
	Journeyman Sound Installer (JSI)	INST	**48.00**	9.34	9.65	1.44	0.21	0.15	0.65	0.48	69.92	
	Sound Foreman (JSI + 10%)	FM	**51.84**	9.34	9.65	1.56	0.21	0.15	0.65	0.52	73.91	*(Wages for these classifications are percentage-driven by the JSI rate of pay)*
	Sound General Foreman (JSI + 20%)	GF	**55.67**	9.34	9.65	1.67	0.21	0.15	0.65	0.56	77.90	
Local 428 - Bakersfield	**APPRENTICES**											
China Lake Naval	First Year - 45%	45%	**26.90**	9.34	~~	0.81	0.21	0.15	0.30	0.27	37.98	
	First Year - 50%	50%	**28.82**	9.34	~~	0.86	0.21	0.15	0.30	0.29	39.97	
	Second Year - 55%	55%	**30.74**	9.34	5.31	0.92	0.21	0.15	0.30	0.31	47.28	*(Increase health contribution for both First Year Apprentice levels (45% & 50%))*
	Second Year - 60%	60%	**32.66**	9.34	5.79	0.98	0.21	0.15	0.30	0.33	49.75	
	Third Year - 65%	65%	**34.57**	9.34	6.27	1.04	0.21	0.15	0.30	0.35	52.23	
	Third Year - 80%	80%	**40.33**	9.34	7.72	1.21	0.21	0.15	0.30	0.40	59.66	

Wages and Benefits
Appendix I
Effective with hours worked December 26, 2022

		Class Code	WAGE Effective 12/26/22	HEALTH	PENSION	NEBF 3% Of Gross Wages	LMCC Employer Contribution	AMF	TRAINING JATC	NECA 1% Of Gross Wages	TOTAL WAGE PACKAGE	*SCHEDULED WAGE PACKAGE INCREASES (Wages and all fringe benefits included)*
												6/26/23 1.55 | 1/01/24 1.55 | 7/01/24 1.60 | 12/31/24 1.60 | 6/30/25 1.60
	Sound Foreman (JSI + 10%)	FM	**47.06**	10.45	4.00	1.41	0.15	0.20	0.65	0.47	64.39	*(Wages for these classifications are percentage-driven by the JSI rate of pay)*
	Sound General Foreman (JSI + 20%)	GF	**51.34**	10.45	4.00	1.54	0.15	0.20	0.65	0.51	68.84	
Local 413 - Santa Barbara	**APPRENTICES**											
Local 441 - Orange County	First Year - 45%	45%	**19.25**	6.33	~~	0.58	0.01	0.20	0.30	0.19	26.86	
Local 639 - San Luis Obispo	First Year - 50%	50%	**21.39**	6.33	~~	0.64	0.01	0.20	0.30	0.21	29.08	
	Second Year - 55%	55%	**23.53**	6.33	2.20	0.71	0.01	0.20	0.30	0.24	33.52	*(Wages for these classifications are percentage-driven by the JSI rate of pay)*
	Second Year - 60%	60%	**25.67**	6.33	2.40	0.77	0.01	0.20	0.30	0.26	35.94	
	Third Year - 65%	65%	**27.81**	6.33	2.60	0.83	0.01	0.20	0.30	0.28	38.36	
	Third Year - 80%	80%	**34.22**	6.33	3.20	1.03	0.01	0.20	0.30	0.34	45.63	
	SOUND & COMMUNICATIONS											6/26/23 1.55 | 1/01/24 1.55 | 7/01/24 1.60 | 12/31/24 1.60 | 6/30/25 1.60
	Journeyman Sound Installer (JSI)	INST	**40.60**	10.24	6.55	1.22	0.10	0.20	0.65	0.41	59.97	
	Sound Foreman (JSI + 10%)	FM	**44.66**	10.24	6.55	1.34	0.10	0.20	0.65	0.45	64.19	*(Wages for these classifications are percentage-driven by the JSI rate of pay)*
	Sound General Foreman (JSI + 20%)	GF	**48.72**	10.24	6.55	1.46	0.10	0.20	0.65	0.49	68.41	
Local 440 - Riverside	**APPRENTICES**											
Local 477 - San Bernardino, Inyo, Mono	First Year - 45%	45%	**18.27**	10.24	~~	0.55	0.01	0.20	0.30	0.18	29.75	
	First Year - 50%	50%	**20.30**	10.24	~~	0.61	0.01	0.20	0.30	0.20	31.86	
	Second Year - 55%	55%	**22.33**	10.24	3.60	0.67	0.01	0.20	0.30	0.22	37.57	*(Wages for these classifications are percentage-driven by the JSI rate of pay)*
	Second Year - 60%	60%	**24.36**	10.24	3.93	0.73	0.01	0.20	0.30	0.24	40.01	
	Third Year - 65%	65%	**26.39**	10.24	4.26	0.79	0.01	0.20	0.30	0.26	42.45	
	Third Year - 80%	80%	**32.48**	10.24	5.24	0.97	0.01	0.20	0.30	0.32	49.76	
												(Wages for these classifications are percentage-driven by the JSI rate of pay)
Local 569 - San Diego	**Contact San Diego NECA (858) 571-6322 or IBEW Local 569 (858) 569-8900**											*(Wages for these classifications are percentage-driven by the JSI rate of pay)*
	SOUND & COMMUNICATIONS											6/26/23 1.55 | 1/01/24 1.55 | 7/01/24 1.60 | 12/31/24 1.60 | 6/30/25 1.60
	Journeyman Sound Installer (JSI)	INST	**43.22**	9.41	4.72	1.30	0.10	0.15	0.65	0.43	59.98	
	Sound Foreman (JSI + 10%)	FM	**47.54**	9.41	4.72	1.43	0.10	0.15	0.65	0.48	64.48	*(Wages for these classifications are percentage-driven by the JSI rate of pay)*
	Sound General Foreman (JSI + 20%)	GF	**51.86**	9.41	4.72	1.56	0.10	0.15	0.65	0.52	68.97	
	APPRENTICES											
Local 952 - Ventura	First Year - 45%	45%	**19.45**	5.68	~~	0.58	0.01	0.15	0.30	0.19	26.36	
	First Year - 50%	50%	**21.61**	5.68	~~	0.65	0.01	0.15	0.30	0.22	28.62	
	Second Year - 55%	55%	**23.77**	9.41	2.60	0.71	0.01	0.15	0.30	0.24	37.19	*(Wages for these classifications are percentage-driven by the JSI rate of pay)*
	Second Year - 60%	60%	**25.93**	9.41	2.83	0.78	0.01	0.15	0.30	0.26	39.67	
	Third Year - 65%	65%	**28.09**	9.41	3.07	0.84	0.01	0.15	0.30	0.28	42.15	
	Third Year - 80%	80%	**34.58**	9.41	3.78	1.04	0.01	0.15	0.30	0.35	49.62	

WAGE DEDUCTIONS
LMCC: For Journeyman level classifications withhold $.10 per hour from hourly wage in addition to the employer contribution.
Working Dues: Refer to Appendix II for appropriate withholding rate.

FOR ADDITIONAL WAGE-RELATED PROVISIONS:
Travel Time - Refer To Section 3.06
On Call Provision - Refer To Section 3.01
Overtime Pay - Refer To Section 3.04

Revised: 12/13/22 ***Superceeds all previous versions***

9th District Sound Communications Agreement
Southern California Addendum
APPENDIX II

Local Union #	Counties	Fund type	Fund Name	Working Dues Withholding Rate
11	Los Angeles	National Pension	National Electrical Benefit Fund	
		D.C. Pension	Southern California IBEW-NECA Pension Plan	
		Health	Southern California IBEW-NECA Health Trust Fund	
		Apprenticeship	Los Angeles County Electrical Educational and Training Trust Fund	
		LMCC	Southern California IBEW-NECA Labor-Management Cooperation Committee	
		NLMCC	National Labor Management Cooperation Fund	
		AMF	Administrative Maintenance Fund	
		NECA	National Electrical Contractors Association service charge	
		Dues	IBEW Local Union #11 Dues Deduction	3.5%
40	Studios	National Pension	National Electrical Benefit Fund	
		D.C. Pension	Southern California IBEW-NECA Pension Plan	
		Health	NECA-IBEW Family Medical Care Plan	
		Apprenticeship	IBEW Local #40-NECA JATC	
		LMCC	IBEW Local #40-NECA LMCC	
		NLMCC	National Labor Management Cooperation Fund	
		AMF	Administrative Maintenance Fund	
		NECA	National Electrical Contractors Association service charge	
		Dues	IBEW Local Union #40 Dues Deduction	2%
413	Santa Barbara	National Pension	National Electrical Benefit Fund	
		D.C. Pension	Southern California IBEW-NECA Pension Plan	
		Health	NECA-IBEW Family Medical Care Plan	
		Apprenticeship	Electrical Training Trust of Santa Barbara County	
		LMCC	Santa Barbara County LMCC	
		NLMCC	National Labor Management Cooperation Fund	
		AMF	Administrative Maintenance Fund	
		NECA	National Electrical Contractors Association service charge	
		Dues	IBEW Local Union #413 Dues Deduction	6.75%
428	Kern	National Pension	National Electrical Benefit Fund	
		D.B. Pension	Kern County Electrical Workers Pension Fund	
		Health	Kern County Electrical Workers Health and Welfare Trust	
		Apprenticeship	Kern County Electrical Workers Journeyman and Apprentice Training Trust	
		LMCC	Kern County IBEW/NECA Labor Management Cooperative Committee	
		NLMCC	National Labor Management Cooperation Fund	
		AMF	Administrative Maintenance Fund	
		NECA	National Electrical Contractors Association service charge	
		Dues	IBEW Local Union #428 Dues Deduction	4.5%
440	Riverside	National Pension	National Electrical Benefit Fund	
		D.C. Pension	Inland Empire IBEW-NECA Defined Contribution Trust Fund	
		Health	NECA/IBEW Family Medical Care Plan	
		Apprenticeship	Joint Riverside Electrical Education & Training Trust Fund	
		LMCC	Inland Empire IBEW-NECA Labor Management Cooperation Committee	
		NLMCC	National Labor Management Cooperation Fund	
		AMF	Southern Sierras Chapter, NECA Administrative Maintenance Fund	
		NECA	National Electrical Contractors Association service charge	
		Dues	IBEW Local Union #440 Dues Deduction	3%
441	Orange	National Pension	National Electrical Benefit Fund	
		D.C. Pension	Orange County IBEW - NECA Electrical Workers Defined Contribution Plan	
		Health	NECA-IBEW Family Medical Care Plan	
		Apprenticeship	Orange County Electrical Joint Apprentice and Training Trust Fund	
		LMCC	Orange County IBEW - NECA Labor Management Cooperative Trust	
		NLMCC	National Labor Management Cooperation Fund	
		AMF	Electrical Industry Administrative Maintenance Fund	
		NECA	National Electrical Contractors Association service charge	
		Dues	IBEW Local Union #441 Dues Deduction	3.25%

Local Union #	Counties	Fund type	Fund Name	Working Dues Withholding Rate
477	San Bernardino	National Pension	National Electrical Benefit Fund	
		D.C. Pension	Inland Empire IBEW-NECA Defined Contribution Trust Fund	
		Health	NECA/IBEW Family Medical Care Plan	
		Apprenticeship	San Bernardino County Electrical Training & Education Trust	
		LMCC	Inland Empire IBEW-NECA Labor Management Cooperation Committee	
		NLMCC	National Labor Management Cooperation Fund	
		AMF	Southern Sierras Chapter, NECA Administrative Maintenance Fund	
		NECA	National Electrical Contractors Association service charge	
		Dues	IBEW Local Union #477 Dues Deduction	3%
569	San Diego Imperial	National Pension	National Electrical Benefit Fund	
		D.C. Pension	Southern California IBEW-NECA Pension Plan	
		Health	San Diego Electrical Health and Trust Fund	
		Apprenticeship		
		LMCC		
		NLMCC	National Labor Management Cooperation Fund	
		AMF		
		NECA	National Electrical Contractors Association service charge	
		Dues	IBEW Local Union #569 Dues Deduction	2%
639	San Luis Obispo	National Pension	National Electrical Benefit Fund	
		D.C. Pension	Southern California IBEW-NECA Pension Plan	
		Health	NECA-IBEW Family Medical Care Plan	
		Apprenticeship	San Luis Obispo County JATC	
		LMCC	San Luis Obispo County LMCC	
		NLMCC	National Labor Management Cooperation Fund	
		AMF	Administrative Maintenance Fund	
		NECA	National Electrical Contractors Association service charge	
		Dues	IBEW Local Union #639 Dues Deduction	6%
952	Ventura	National Pension	National Electrical Benefit Fund	
		D.C. Pension	Southern California IBEW-NECA Defined Contribution Pension Trust Fund	
		Health	Southern California IBEW-NECA Health Trust Fund	
		Apprenticeship	Ventura County Electrical Joint Apprenticeship Training Trust	
		LMCC	Ventura County LMCC	
		NLMCC	National Labor Management Cooperation Fund	
		AMF	Administrative Maintenance Fund	
		NECA	National Electrical Contractors Association service charge	
		Dues	IBEW Local Union #952 Dues Deduction	2%