

INSIDE WIREMEN'S AGREEMENT

Agreement by and between the Los Angeles County Chapter, NECA and Local Union 40, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement.

As used hereinafter in this agreement, the term "Chapter" shall mean the Los Angeles County Chapter, NECA, and the term "Union" shall mean Local Union 40, IBEW.

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

SCOPE OF WORK

This agreement shall cover all electrical work that is contracted out at the motion picture studios and all electrical work for motion picture industry production.

Motion picture industry production shall be defined as the industry that develops, produces and distributes (including administration) feature films, television programs, commercials, documentaries, training films and music videos for theatrical exhibition, television exhibition, supplemental market exhibition, including but not limited to, video disc and video cassette and pay television exhibition or other future forms of distribution. Examples of facilities covered by this agreement include, but are not limited to the following: Studios and centers for motion picture production, film laboratories, editing facilities, negative cutting facilities, sound scoring, sound editing, sound effects, mixing and transfer facilities, special effects facilities, animation facilities, optical effects facilities, service facilities, such as set design and construction, scenic background services, wardrobe and costume facilities, props, lighting, electrical, camera and sound equipment facilities. Any and all electrical work that is contracted out on the property at these facilities shall be covered by this agreement, including all stages, office buildings, production and support buildings and structures, parking structures, theme parks and infrastructure.

Buildings or structures that are not on the property shall be covered by this agreement if the primary use of such building or structure is for motion picture industry production as defined above. Radio broadcasting, television broadcasting and/or recording studios or transmitters, which are not on the property, shall not be covered by this agreement.

Workmen employed under the terms of this Agreement shall do all electrical construction, and installation or erection work, including the final running tests.

This shall include the installation of all temporary power and light wiring (providing, however, other tradesmen may be permitted to attach or disconnect safe, properly grounded portable cords of not more than one hundred feet in length from a plug-in box for the use of not more than two (2) lamps or power devices to the source of temporary wiring) provided for under this Agreement. This shall also include the installation of all electrical lighting, heating and power equipment, cathodic protection, fiber optics, and the installation and connecting of all electronic equipment, including computing machines and devices. Installs boxes, components, fittings, fasteners, vaults, grounding, ground rods, ground clamps, building automated systems, and lighting controls. Performs cadwelding.

Installs building automation and controls, automated demand response systems, DC power system, micro grids, batteries, energy storage systems, energy management system, racking and stacking of all electrical components, wireless systems and controls, metering, measurement and verification of systems, control dashboards, WLAN systems, lightning suppression grounding systems, acceptance testing, conduit duct banks, subsurface imaging, radar and radiographing, infrared controls and testing, IP addressing, plug load controls, parking lot lighting and systems, chasing and channeling, solar and photovoltaic systems, racking and stacking of solar/PV panels, and all electrical systems in their entirety that require electrical inspection is covered under this agreement.

Installs and maintains all electrical components related to Electric Vehicle (EV) and Plug-In Hybrid Electric Vehicle (PHEV) infrastructure. Assembly, testing, commissioning, maintenance, repair, retrofitting and decommissioning of energy storage and microgrid (ESM) systems.

All electrical construction installation, maintenance and repair work in tunnels while the tunnel is under construction. This shall include installation of temporary power and light wiring, work performed on the tunnel boring machine (TBM) and the deenergizing of electrical systems within the tunnel, including all work on the construction and boring of the tunnel, including work on the tunnel in the adjacent structures such as the station box.

BASIC PRINCIPLES

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

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

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

MUTUAL POLICIES

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

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

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

The LA/NECA and IBEW Local 40 should jointly undertake a program of Public Relations and Public Information to alert buyers, and the public alike, as to the many benefits inherent in "QUALITY" union electrical work.

The LA/NECA and IBEW Local 40 should continue to monitor all jobs throughout the local union's geographical jurisdiction to make certain all parties are abiding by the laws.

The LA/NECA and IBEW Local 40 recognize the need to recover, retain, and increase the market share of unionized electrical construction. The customer is our most valuable asset.

ARTICLE I

Effective Date - Changes

Grievances - Disputes

Section 1.01. This Agreement shall take effect August 1, 2019, and shall remain in effect until July 31, 2022, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from August 1 through July 31 of each year, unless changed or terminated in the way later provided herein.

Section 1.02.(a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must

be specified in the notice, or no later than the first negotiating meeting, unless mutually agreed otherwise.

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

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th of the month preceding the next regular meeting of the 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 decisions shall be final and binding.

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

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

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

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

Section 1.05. There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

Section 1.07. All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have

the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08. Should 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 matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

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

(b) The stages of the grievance procedure will be as follows, unless a variance is mutually agreed upon by both parties to this agreement. All grievances must be heard within 30 calendar days by the Sub-Committee, starting from the date the parties are formally notified of the grievance. The results of the Sub-Committee hearing will be mailed within two (2) calendar weeks of the hearing. Any decision of the Labor-Management Sub-Committee shall be final and binding. Should the Sub-Committee fail to agree the hearing shall be considered deadlocked and shall be referred to the Full Labor-Management Committee for adjudication.

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

Should the Full Labor-Management Committee fail to agree on the resolution of any grievance it shall then be referred to the Council on Industrial Relations for adjudication.

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

Section 1.12. The parties agree to the following clarification of the existing practice regarding the grievance procedure under the collective bargaining agreement. The

parties agree that the following text does not add new conditions, but explains what has been their historical understanding and interpretation of the existing grievance procedure language. The following text makes the meaning of the existing grievance procedure language clearer:

The parties hereby confirm that all wage and hour claims that may be asserted by any employee who is employed under this Agreement shall be resolved pursuant to the grievance arbitration procedures and not in a court of law. Claims for unpaid overtime and minimum wages, failure to receive all wages due, "waiting time" penalties, missed meal and rest period premiums, reporting pay, unpaid travel and training time, failure to receive proper itemized earnings statements, and any similar or related wage and hour claims shall be resolved exclusively pursuant to the grievance and arbitration procedure set forth in this Agreement, and the arbitrator(s) hearing such statutory claims shall have the full authority to remedy any such violations in the manner provided by law. The specified claims to be resolved under this Agreement are claims based on alleged violations of California IWC Wage Order 16-2001, California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, and 1197. The parties hereby confirm their intent to incorporate each of the foregoing statutory and regulatory provisions into this Agreement, such that a violation of any of them shall be considered a violation of the Agreement.

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

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

ARTICLE II
Employer Qualifications
Employer Rights - Union Rights

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

- (a) Maintaining a legal place of business which means an office, shop or premises

where the Employer or his representative can be reached by telephone, and where he receives his mail, conducts the ordinary tasks of operating his business and maintains employee payroll records.

(b) Furnishes a copy of a valid C-10 license for the State of California in the name of the signatory party or firm.

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

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

(e) The Contractor shall notify the Union prior to starting any electrical job, the location, starting time and estimated number of men required for the job. This notification will be by "FAX" or mail.

The signatory firm may designate in writing, two (2) working members of the firm. Such designated working members of the employing concern shall be registered with the Local Union and shall comply with all of the fringe benefit provisions that are legally permissible. Such designated working members may work with the tools and be transferred to any and all jobs throughout the local union's geographical jurisdiction.

In no case shall more than two (2) members of partnership, firm, corporation or association be permitted to perform any electrical work under the terms of this Agreement. In every case the working member of the employing concern must be listed with the Local Union and be governed by all the terms of this Agreement.

Holders of currently active C-10 licenses in the State of California shall not be allowed to work under the terms of this Agreement until submitting written evidence that such license has been or is in the process of being inactivated in accordance with the inactivation rules set forth by the California Contractor's State License Board.

Management Rights

Section 2.02. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions, except those specifically provided for in the collective bargaining agreement in planning, directing, and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.03. Both parties to this Agreement recognize that it is in the interest of both the industry and the public to improve productivity consistent with high safety standards and quality work, and there shall be no restriction against the use of contractor furnished machinery, tools or labor saving devices.

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

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

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

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

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

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

Recognition

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

(b) The Employer understands that the Local Union's jurisdiction -- both trade and

territorial -- is not a subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

Favored Nations Clause

Section 2.07. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement, and the Union shall immediately notify the Employer of any such concession.

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

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

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

Portability

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

Disciplining Members - Removal From Jobs When Necessary

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

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

Section 2.11. This Agreement does not deny the right of the Union to render assistance to other labor organizations by approving the honoring of sanctioned picket lines by its individual members. However, the Union shall not encourage any of its members to refuse to cross or work behind any picket line until same has been sanctioned by the Los Angeles Building and Construction Trades Council. There shall be no interruption in work until the picket line authorization has been verified by the Business Agent.

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

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

Stewards

Section 2.14. The Union has the right to appoint Stewards at any shop and/or job where workmen are employed under the terms of this Agreement. On jobs where one hundred (100) or more workmen are employed, the union shall have the right to appoint two (2) stewards. The employer is to be notified of the name of the steward appointed. A worker shall not be appointed steward until after two (2) days of employment with the contractor. The steward shall be among the last three (3) workmen excluding supervision; provided the steward is qualified and possesses the skills to perform the work.

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

The steward will be given a list of workers to be terminated at least two (2) hours prior

to the termination of those workers. The list shall include: Name, Money earned, Hours worked, and the type of termination (layoff, fired, etc.).

Stewards shall be given a complete list of men to be paid, showing the amount of money earned and hours worked by each worker. When overtime has been worked, the Steward will be given a complete list of workers that have performed such work and the number of overtime hours worked, and will monitor the reasonable distribution thereof.

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

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

Access to Jobs

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

Rebates-Subletting Work

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

Union Label

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

Labor Conditions

Section 2.21 All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the

eighth (8th) day following the date of their employment, or the effective date of this Agreement, whichever is later.

Section 2.22. Employees covered by this Agreement, except those meeting the requirements of "Employer" as defined herein, shall not contract for any electrical work, or perform any electrical work for other than his present employer, without the approval of the parties.

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

Annulment/Subcontracting

Section 2.25. The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after 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 work to any person, firm or corporation not recognizing the IBEW, or one of its Local Unions as the collective bargaining representative of his/her employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the 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.

Signs On Trucks

Section 2.28. Each contractor signatory to an IBEW agreement shall have legible identification cards, seals, decals or stickers of not less than 12 inches by 18 inches or 220 square inches in area with letters not less than 3 inches high, and visible from the outside on each side of regular, commercial trucks. Signs shall be permanent type and remain as such. Magnetic, or hang-on signs, are not permitted on trucks. Identification signs shall also be displayed on all jobs, wherever permissible by contract or local laws.

ARTICLE III
Hours - Wages - Working Conditions

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

When time clocks are required by the Employer, employees shall punch such time clocks on the Employer's time. "Signing In," "Badging In," or "Brassing In," is construed as the same as punching a time clock.

Four (4), ten (10) hour shifts at the straight time rate of pay may be established upon mutual agreement between Local Union No. 40, IBEW and LA/NECA, where required by the owner or prime contractor.

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

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

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

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

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

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

(b) Where multiple reporting locations are utilized, the men 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.

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

Overtime

Section 3.03 (a) Overtime on all types of construction shall be paid at time and one-half the regular straight time rate of pay for hours worked. The overtime rate shall be double the straight time rate of pay on Sunday, the following Holidays, and after twelve (12) hours on any day.

Effective December 30, 2019, the overtime rate shall be double the straight time rate of pay on Sunday, the following Holidays, and after ten (10) hours on any day:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day (last Monday in May)
- Fourth of July
- Labor Day
- Veteran's Day (November 11)
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

(b) If any of these days fall on Sunday, the following Monday shall be considered the holiday. If any of these days fall on Saturday, the Friday preceding will be considered the Holiday.

(c) Presidents Day, Cesar Chavez Day (to be observed on the same day as LAUSD), the Friday before Easter, the regular work day before Christmas and the regular work day before New Year's will normally be a non-scheduled work day. If, however, it is necessary due to job scheduling to work on these days, the straight time rate of pay will be applicable.

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

pay.

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

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

(g) Sick Pay: The parties to this Agreement hereby agree to waive the requirements of any statute, ordinance, rule, law or regulation mandating paid sick leave for employees within its jurisdiction including, but not limited to, Article 1.5 (commencing with Section 245) of the California labor code and California labor code Section 2810.5. Any employer who is signatory to this agreement shall not be required to comply with said statute, ordinance, rule, law or regulation, and any employee covered by this agreement shall not have any right or cause of action against any signatory employer or Local 40 for violation of said statute, ordinance, rule, law or regulation.

Paid Parking

Section 3.04. In all areas of Los Angeles County, 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, provided the employee presents a signed and dated receipt for each parking expenditure.

Wage Scale

Section 3.05 The Union shall notify contractors forty-five (45) days prior to any changes in wages or fringe benefit allocations. A joint recommendation of the trustees for the allocation changes for the Medical contribution will be adopted. The foreman, general foreman, qualified cable splicers, qualified instrument technicians, fiber optics splicers, qualified welders (welding on electrical work shall be done by journeymen wiremen employed under the terms of this Agreement), journeymen, and apprentices shall be put on derivative rates as follows:

WAGE AND APPRENTICESHIP INCREASES:

	9/30/19	12/30/19	7/27/20	2/1/21	7/26/21	1/31/22
General Foreman (a) (1.252 x journeyman rate)	\$ 63.23	***	***	***	***	***
Foreman (a) (1.126 x journeyman rate)	\$ 56.86	***	***	***	***	***
Journeyman (regular)	\$ 50.50	+\$1.70*	+\$1.80*	+\$1.90*	+\$2.00*	+\$2.10*
Journeyman – When cable splicing, welding, performing instrumentation work or fiber optic splicing (\$0.60 above jrmn. rate)	\$ 51.10	***	***	***	***	***

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

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

Apprentices:	9/30/19	12/30/19	7/27/20	2/1/21	7/26/21	1/31/22
Year 1/Semester 1/Period 1 40% + **	\$20.20	***	***	***	***	***
Year 1/Semester 2/Period 2 45% + **	\$22.73	***	***	***	***	***
Year 2/Semester 1/Period 3 50% **	\$25.25	***	***	***	***	***
Year 2/Semester 2/Period 4 55% **	\$27.78	***	***	***	***	***
Year 3/Semester 1/Period 5 60% **	\$30.30	***	***	***	***	***
Year 3/Semester 2/Period 6 65% **	\$32.83	***	***	***	***	***
Year 4/Semester 1/Period 7 70% **	\$35.35	***	***	***	***	***
Year 4/Semester 2/Period 8 75% **	\$37.88	***	***	***	***	***
Year 5/Semester 1/Period 9 80% **	\$40.40	***	***	***	***	***
Year 5/Semester 2/Period 10 85% **	\$42.93	***	***	***	***	***

+ No pension for 40% and 45% apprentices (except NEBF). All others get percentage of journeyman pension amount equal to their percentage in the program.

** No deduction for training on apprentices; as of September 30, 2019, employer pays \$1.10 for training on apprentices. Subsequent amounts are subject to scheduled increases or allocation by the membership.

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

TUNNEL WORK:

	9/30/19	12/30/19	7/27/20	2/1/21	7/26/21	1/31/22
General Foreman (1.252 x journeyman tunnel rate)	\$ 69.55	***	***	***	***	***
Foreman (a) (1.126 x journeyman tunnel rate)	\$ 62.55	***	***	***	***	***
Journeyman (1.100 x journeyman rate)	\$ 55.55	***	***	***	***	***
Journeyman – When cable splicing, welding, performing instrumentation work or fiber optic splicing (\$0.60 above jrmn. tunnel rate)	\$ 56.15	***	***	***	***	***

Apprentices equal to wage % in program as above plus 10%.

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

FRINGE BENEFITS (Hourly Rates):

Employer Contributions:	9/30/19	12/30/19	7/27/20	2/1/21	7/26/21	1/31/22
NEBF	3%	****	****	****	****	****
Local Pension	\$12.45	****	****	****	****	****
Training (a)	\$1.10	****	****	****	****	****
Health Fund (b)	\$10.71	****	****	****	****	****
Labor-Management Cooperation Committee (c)	\$0.35	****	****	****	****	****
NEIF (NECA Members)	1%	****	****	****	****	****
AMF (Non-NECA Members) (d)	0.5%	****	****	****	****	****

Employee Deductions:	9/30/19	12/30/19	7/27/20	2/1/21	7/26/21	1/31/22
Training (a)	(\$ 0.50)	****	****	****	****	****
Labor-Management Cooperation Committee	(\$ 0.25)	****	****	****	****	****

(a) There is a \$0.05 increase to the employer contribution to training on 7/27/20 and 7/26/21. The employee deduction for training increases by \$0.05 on 12/30/19 and 1/31/22.

(b) Health contribution includes contribution for HRA; As of September 30, 2019, the HRA component amounts to \$2.95. Subsequent amounts are subject to scheduled increases or allocation by the membership.

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

Shift Work

Section 3.12. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

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

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.13. The type of shift worked 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 5:00AM and 9:30AM (Straight Time Rate)
Second Shift (Swing):	Start time between 9:31AM and 8:00PM (Straight Time Rate +17.3%)
Third Shift (Graveyard):	Start time between 8:01PM and 4:59AM (Straight Time Rate +31.4%)

Weekly Paydays

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

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

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

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

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

Any and all disputes relating to wage payments must be filed in the Business Manager's office within ten (10) working days after the regular payroll period in question.

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

Show-Up Pay

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

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

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

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

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

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

Section 3.18 (a) When workmen are directed to report to a job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive a minimum of two (2) hours' pay at the applicable rate unless notified one hour before starting time. The employee must have given a current phone number to supervision prior to the event in order for this section to apply.

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

(c) It will not be mandatory for an employee to accept transfer to a job other than the one they were dispatched to.

Foreman

Section 3.19.(a) On any job requiring three (3) or more workmen, one (1) shall be designated as a foreman by the Employer. A foreman is a workman who may supervise a crew of nine (9) journeymen or fifteen (15) workmen including himself/herself.

(b) On any job requiring more than nine (9) journeymen an additional foreman is required.

(c) The employment of more than one (1) foreman requires a general foreman.

(d) A general foreman is a workman who may supervise a crew of up to nine (9) journeymen or fifteen (15) workmen including himself/herself and all foremen under his/her

supervision.

(e) No foreman shall give orders to or take orders from another foreman.

(f) All foremen and general foremen shall have the classification and qualifications of journeyman wireman.

Section 3.21. On jobs having a foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except their foreman, except where an immediate decision is necessary.

Section 3.22. No foreman of one job shall at the same time supervise work on another job. No foreman of one job shall be transferred to another job for the purpose of working as a journeyman on overtime, unless previous connection with the overtime job requires special consideration.

Required Tools

Section 3.24. Cable splicers shall furnish only the following in addition to the tools required for journeymen and apprentice wiremen:

Shave Hook
Ball Peen Hammer
Scissors
Lead Dresser
Cable Knife

Anyone dispatched as a journeyman or apprentice wireman shall provide himself with the following tools:

1. 1 pr. each channel lock pliers - #420 and #430 or equivalent
2. 1 pr. side cutting pliers - 8" minimum
3. 1 pr. diagonal cutting pliers - 6"
4. 1 straight claw hammer
5. 1 screwdriver - 5" blade
6. 1 screwdriver - 8" blade
7. 1 adjustable hacksaw frame
8. 1 steel rule - 25' x 3/4" minimum
9. 1 wire skinning pocket knife
10. 1 pr. long nose pliers
11. 1 tool pouch with tool belt
12. 1 adjustable end wrench - 12"
13. 1 pr. tin snips - Klein #630 or equivalent
14. 1 stubby screwdriver - flat blade and Phillips

15. 1 Phillips screwdriver - Size "0"
16. 1 Phillips screwdriver - Size "1"
17. 1 Allen wrench set - 1/8" - 3/8"
18. 1 drywall saw
19. 1 small level
20. 1 tap wrench to 1/4"
21. 1 wire stripper
22. 1 non-contact type voltage tester

All employees who are welding under the terms of this Agreement will be furnished by the Employer all the necessary protective shields and leather goods in order to perform their work under safe conditions. The Employer's job headquarters on every project must have a completely equipped certified First Aid Kit at all times.

Section 3.25.(a) The Employer shall furnish all other necessary tools or equipment. The employer shall provide all Personal Protective Equipment (PPE) as defined by OSHA and/or Cal-OHSA 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 any 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. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes, or other safe places for storage. Each Employer shall provide a locked box or safe place for the storage of employees' tools. Only new sanitary liners and clean hard hats will be furnished by the Employer.

(b) All employees working on instrumentation under the terms of this agreement will be furnished, by the employer, all other necessary meters, gauges, instruments and tools required to perform their work in a safe and workmanlike manner.

(c) Should an employee's tools be stolen from a "locked box or safe place" provided by the employer [per the terms of Section 3.25(a)] and through no fault of his/her own as determined by both the employer and the employee, the employee shall be reimbursed the value of such stolen tools. Employees shall be reimbursed for up to the established value for such tools as determined by the cost of hand tools available for purchase from the electrical training trust, where applicable, or the lowest published cost if not applicable. This reimbursement shall be funded through the LMCC. This section shall NOT apply to any tool not required under Article III Section 3.24 of this Agreement AND/OR when the employee's tools were not secured, misplaced AND/OR no established theft is documented with authorities.

(a) When specialized safety shoes (e.g., steel toe/composite toe boots) are required by the customer as a condition of work at the job site, the employee shall be reimbursed with a stipend in the amount of \$125.00 toward the cost of the footwear. For the purposes of this section, "specialized safety shoes" shall be defined as that

footwear that has been determined by Cal OSHA to be a contractor purchasing responsibility.

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

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

Workmanship

Section 3.26. Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

Section 3.27 (a) A journeyman shall be required to make corrections on improper workmanship for which he/she is responsible on his/her own time and during the regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship, and the Union assumes responsibility for the enforcement of this provision; corrections to be made only after a fair investigation by the Employer and the Business Manager of the Union.

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

Traveling Time

Section 3.28. The Employer shall pay traveling time and furnish transportation from shop to job, job to job, and job to shop. On all jobs requiring employees to remain away from home overnight, the Employer shall also furnish board, lodging and all other necessary expenses. The parties to this Agreement may establish special conditions for work in remote areas of the county and on existing project agreements.

Section 3.30. No traveling time shall be paid before or after working hours to workmen for traveling to or from jobs within Los Angeles County when workmen are ordered to report directly to the job. Providing, however, this Section shall not

prohibit the Business Manager of the Union and the Chapter Manager of the NECA from making mutually satisfactory arrangements with respect to any job in an isolated area.

Instrumentation

Section 3.31.All work including, but not limited to, mounting, hook-up, loop check, and calibration of all instruments shall be performed by a qualified journeyman at the appropriate rate of pay.

Cable Splicing

Section 3.32.All work of joining, splicing and insulating, and the placing of flame-proof covering, where wiped lead joints are necessary, shall be performed by cable splicers. Journeymen only may be used in assisting cable splicers. Cable splicers shall not be required to work on wires or cables where the difference in potential is over 300 volts between any two conductors, or between any conductor and ground, unless assisted by another journeyman. In no case shall cable splicers be required to work on energized cables carrying in excess of 440 volts.

All work of joining, splicing and insulating and the placing of flame-proof covering on shielded synthetic cables operating at over 600 volts, and the installation of pot heads, oil switches and oil fuse cutouts shall be done by a cable splicer at the cable splicer's rate of pay.

Handling Material

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

The occasional handling or transporting of light tools or light items of material shall not be construed as working with the tools.

Catalogue Items

Section 3.34.The cutting, threading, and bending of all conduit shall be performed by workmen employed under the terms of this Agreement, excluding STANDARD CATALOGUE ITEMS. Where pipe cutting and threading machines are used on the job, these shall be operated by a journeyman, or under his/her immediate supervision.

Drinking Water

Section 3.35.The contractor shall assure that potable water is available to employees at the

job site.

Division of Overtime

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

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

Use of Vehicles

Section 3.38. No workman shall use any vehicle in a manner detrimental to the best interest of other workmen, nor shall he/she use his/her vehicle to transport the Employer's tools or materials. The employer shall provide transportation for tools and materials.

Offshore Work

Section 3.50. Workmen shall be required to report at the embarkation point at 8:00 a.m. on their trip to the island and must be returned on the embarkation point at 4:30 p.m. on their return trip from the island. The contractor may change the normal starting and stopping time for any job up to a maximum of two (2) hours to meet a bonafide job requirement. Starting time shall not be staggered.

Overtime shall be required if employees are to report earlier or are held over later than the regular shift. If employees are required to report Saturday or Sunday, the regular overtime rate must be paid.

Employees shall receive a minimum of eight (8) hours' wages for each day they are required to remain on the island.

The Employer must pay full subsistence for each day employees are required to remain on the island.

The Employer shall pay traveling time and furnish transportation from the reporting location.

Hazard Insurance

Section 3.51. For all employees covered by this Agreement, an accidental death or dismemberment insurance policy shall be provided by the Payroll Guarantee Trust Fund

when such employees are subject to the following:

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

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

(c) Where workmen are required to work under compressed air in excess of five (5) pounds above normal atmospheric pressure, or in areas where injurious gases, dust, noxious fumes or spray painting are present in amounts necessitating the use of gas masks or respirators.

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

Helicopters

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

ARTICLE IV Referral Procedure

Section 4.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03. The Employer shall have the right to reject any applicant for employment.

Section 4.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the

Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

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

Journeyman Wireman – Journeyman Technician

GROUP I All applicants for employment who have four (4) or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

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

GROUP II All applicants for employment who have four or more years' experience in the trade, and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two (2) or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

GROUP IV All applicants for employment who have worked at the trade for more than one (1) year.

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

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

Los Angeles County California

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

Section 4.09. "Resident" means a person who has maintained his/her permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his/her permanent home.

Section 4.10. "Examination" -- An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he/she has four (4) years' experience in the trade.

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

Section 4.13. An applicant who is hired and who receives, through no fault of his own, work of one hundred twenty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.14. 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/her appropriate place within his/her Group and shall be referred to other employment in accordance with the position of his/her Group and his/her place within his/her Group.

Section 4.14(b). An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three* business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.15. 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/her request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 4.16. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a public member appointed by both these members.

Section 4.17. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.14 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

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

Section 4.19. A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union, and in the offices of the Employers who are parties to this Agreement.

Section 4.20. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Inside Wiremen's Agreement between the parties.

Reverse Layoff

Section 4.22. When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

(a) Temporary employees, if any are employed, shall be laid off first. Then employees in GROUP IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in GROUP III, if any are employed in this Group, then those in GROUP II, and finally those in GROUP I.

(b) Paragraph (a) will not apply as long as the special skills requirement, as provided for in Section 4.14(a) is required, but shall apply to Section 4.14 (d).

(c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of journeyman, they will be slotted in the appropriate Group in paragraph (a) above.

Section 4.23. In addition to those stated in Section 4.15, the following exceptions shall be allowed to the order of referral:

(a) The Union shall select and refer candidates, when requested by the employer, who are competent person trained in the following categories:

- a) "Lock out-tag out Electrical Safety"
- b) Fall Protection
- c) Trench excavation
- d) Confined Space
- e) Use of scissor lift/forklift/boom lift
- f) Or any other class mutually agreed to by the parties

This provision will take effect for each category one year after the establishment of a training class for that particular category.

(b) An individual who has the Qualified Safety Person (QSP or OSHA 30) designation will be considered to have special skills and abilities for the purposes of referral as referenced in Section 4.15 (a).

(c.) When the Employer desires to employ a particular applicant as Foreman or General Foreman, he/she shall notify the Business Manager in writing of the name of the applicant requested and the classification (Foreman or General Foreman) in which the applicant is to be employed.

This employee shall remain as Foreman or General Foreman for at least six (6) months or shall receive a "reduction in force". Upon such request the Business Manager shall refer said applicant, provided the name appears on GROUP I.

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

Section 4.24 The employer shall not unreasonably deny a request from the Union to meet and review a request to remove a "no-rehire" status for an employee after twelve (12) months from the last date of employment with that employer. The employee must request the review in writing to the Union and the Employer to initiate an employment status review. Review meetings between the Union and the Association will be held twice a year. Employees requesting a review will be scheduled to attend the next regularly scheduled meeting.

Section 4.25 An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that:

The former employee is in the highest level Group on the referral list containing applicants available for work, regardless of the individual's position on the list; or, if the former employee is a CW/CE, he or she is available for assignment regardless of the individual's position on the list;

The recall is made within 30 days from the time of layoff;

The former employee has not quit his most recent employer under this agreement within the two weeks prior to the recall request;

And the former employee is not an apprentice.

ARTICLE V
Joint Apprenticeship and
Educational Training Committee

Section 5.01 There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of 6 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (3) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

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

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings.

The JATC should meet on a monthly basis and also upon the call of the Chairman.

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

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

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

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

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

Section 5.07 All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

Section 5.08 The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09 Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10 To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become

available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

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

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

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

Section 5.12 Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13 An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

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

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

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

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

ARTICLE VI National Employees Benefit Fund

Section 6.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated National 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 three percent (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 fail 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 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.

ARTICLE VII National Electrical Industry Fund

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

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

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

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

Payroll and Fringe Benefits Guarantee Trust Fund

Section 7.10. Each electrical contractor employing workmen under the terms of this Agreement shall deposit One Hundred Dollars (\$100.00), free of interest, for a payroll and fringe benefits guarantee up to Seventy-Five Thousand Dollars (\$75,000.00) of payroll, but not over that amount, with the Trustees who shall function under a Trust Agreement to be

agreed upon between the parties. If at any time, the interest accrued in the Payroll and Fringe Benefits Guarantee Trust Fund is depleted, each signatory contractor shall make an additional deposit into such fund of any amount up to One Hundred Dollars (\$100.00), making a total of Two Hundred Dollars (\$200.00) maximum. Notice of such additional deposit shall be given by the Labor-Management Committee.

Net payroll checks shall be paid by the Electrical Industry Payroll and Fringe Benefits Guarantee Trust Fund to be agreed upon between the parties. Net payroll checks shall be paid by the Electrical Industry Payroll and Fringe Benefits Guarantee Trust Fund in a total amount not to exceed Five Thousand Dollars (\$5,000) maximum per employee.

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

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

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

(3) The contractor must, within five (5) calendar days after notice from the Business Manager of Local Union No. 40, IBEW, make good any defaulted wages to his/her employees.

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

Four (4) times the weekly wages and fringe benefits for all of said signatory

contractor's employees covered by this agreement.

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

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

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

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

Fringe Benefits Pension Fund - Contributions

Section 7.20. (a.) Each signatory contractor shall contribute to the IBEW Local Union 40 - NECA Pension Trust Fund the amount established under Article III, Section 3.05 of this agreement per hour for each hour worked by each employee covered by this Agreement, except apprenticeship classifications (See Wage Scales - Article III, Section 3.05.)

(b.) The parties agree to the establishment of a 401(k) pension plan. Each employee may make an additional voluntary contribution in any single-dollar increment from \$1.00 to \$7.00 to the 401(k) pension plan. Employees may adjust the amount or their contributions twice per year, in the first pay period in February and the first pay period in July. Clerical errors are not grievable.

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

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

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

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

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

Health Fund Contributions

Section 7.30. Each signatory contractor shall contribute to the IBEW Local Union 40 - NECA Health and Welfare Trust Fund the amount established under Article III, Section 3.05 of this agreement per hour for each hour worked by each employee covered by this Agreement.

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

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

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

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

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

Supplemental Unemployment Benefit

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

IBEW 401K Plan

Section 7.45.The Parties to this Agreement hereby agree to implement by mutual agreement the IBEW 401K Plan.

Administrative Maintenance Fund

Section 7.49.Each employer covered by this agreement shall contribute one-half of one percent (.5%) of their productive electrical payroll to the AMF.

Productive electrical payroll is defined as the total wages paid with respect to all hours worked by all classes of electrical labor covered by this agreement.

The AMF shall be administered solely by the Association and is for the purpose of labor contract administration performed on behalf of all signatory employers, including negotiations, labor relations, resolving labor disputes and grievance representation and for all other administrative functions required of management such as service on all funds as required of management such as service on all funds are required by federal law.

The AMF contribution shall be submitted with all other fringe benefits, as delineated in the Labor Agreement, by the tenth (10th) day of the following month in which they are due, to the Administrator receiving said funds. In the event any Employer is delinquent in submitting the required AMF contribution to the designated Administrator, the Administrator shall have the authority to recover any funds, along with all cost incurred collecting the delinquent funds, including but not limited to attorney fees, court cost, interest at one percent (1%) per month and liquidated damages. The enforcement for delinquent payments shall be the sole responsibility of the AMF or the employer and not the Local Union. These monies shall not be used to the detriment of the Local Union or the IBEW.

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

Section 7.51 Contributions to each of the foregoing Funds shall be due and payable on or before the tenth (10th) day of each month covering hours worked by each employee through the last payroll period in the prior calendar month. Each contractor shall file a monthly report

with each Fund in the form established by the Fund, and such report shall be filed regardless of whether a contractor has employed any employees in the month covered by the report.

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

Each delinquent contractor shall pay to the Fund involved liquidated damages in the amount of:

1.5% of the principal if late one (1) to thirty (30) days;
3% of the principal if late thirty-one (31) to sixty (60) days;
Delinquencies will continue to accrue liquidated damages at the rate of 1.5% per thirty (30) days or eighteen (18%) per annum.

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

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

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

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

Whenever a contractor claims that his/her failure to make the required contributions was due to honest mistake or clerical error, and requests relief for that reason, it shall be considered provided the contractor agrees in writing to an audit of his/her records by an auditor appointed by the Board of Trustees. If the audit reveals to the Trustees that such

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

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

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

2. Each contractor party hereto agrees to be bound by all of the obligations imposed upon the individual contractor by said Agreement. Each contractor making contributions to each of said Funds hereby agrees that by so doing, and hereby does irrevocably designate and appoint the Employer-designated Trustees mentioned in each of said Trust Agreements, as Trustees authorized to act in his behalf pursuant to said Trust Agreements, and irrevocably ratifies the designation, selection, appointment, removal and substitution of Trustees as provided in each of said Trust Agreements.

Each contractor becoming a party to this Agreement authorizes the Trustees functioning under said Trust Agreements and the parties hereto to obtain rulings before any court or agency concerning any tax or other aspect of this Agreement, or any of the foregoing Trust Agreements, and to comply with the filing or reporting requirements of any applicable law, in behalf of all persons covered thereby.

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

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

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

(c) Be and remain such that contributions to the Pension Plan and Health Plan shall not be a part of the "regular rate" at which any employee is employed, according to the terms of the United States Fair Labor Standards Act and the Regulations and Interpretations of it, and shall not be subject to deductions for state or federal income tax purposes, or under or for the purposes of the California Unemployment and Disability Insurance Act, the Federal Unemployment Tax Act, the Social Security Act, or the Federal Insurance Contributions Act, or any similar legislation.

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

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

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

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

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

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

of the person cited, and the person cited agrees that service at the recognized address will be deemed sufficient both for notice of hearing and of the decision of the Labor-Management Committee. It shall be the affirmative duty of each signatory party hereto to keep the Local Union advised of said person's last known address if said address is different from that appearing on this Agreement or any Letter of Assent. The signatory parties hereto waive any claim that they were not served properly if service as described above was made in accord with this Section.

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

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

Section 7.57 The Labor-Management Committee may delegate any or all of its powers and duties to the Labor-Management Subcommittee which body shall have authority to hear and determine grievances with the same force and effect of the Labor-Management Committee. Any decision of the Labor-Management Subcommittee is final and binding. Should the Sub-Committee fail to agree, the hearing shall be considered deadlocked and shall be referred to the Full Labor-Management Committee for adjudication.

ARTICLE VIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 8.01. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29

U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve 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 accomplishment of these purposes and goals.

Section 8.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03. Each employer shall contribute the amount established under Article III, Section 3.05 of this agreement per hour for each hour worked by each employee covered by this Agreement. 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 Los Angeles County Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE IX NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

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

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- (3) to assist 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 the industry:
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees:
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production:
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry:
- (9) to enhance the involvement of workers in making decisions that affect their working lives: and
- (10) to engage in any other lawful activities incidental or related to the accomplishments of these purposes or goals.

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

Section 9.03 Each Employer shall contribute one cent (\$0.01) 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 labor was performed. The Los Angeles County Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages

and not penalty, reflecting the reasonable damages incurred by the Fund due to the delinquencies of the payments. Such amounts shall be added to and become a part of the contributions dues and payable, and the whole amount due shall bear interest at the rate of ten Percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE X Safety - Job Safety

Section 10.01 On all energized circuits or equipment carrying 480 volts or over, as a safety measure, two (2) or more journeymen must work together, one (1) standing by wearing rubber gloves.

Section 10.02 All drivers and passengers riding in Company vehicles must comply with CAL/OSHA Safety Standards.

Insurance

Section 10.05 Electrical contractors shall post in every truck, and on every job, the name of their Workers' Compensation and Disability Insurance Carriers, and a list of doctors and medical facilities available in case of job injury.

Drug Awareness Program

Section 11.01 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 abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

Section 11.02. This Collective Bargaining Agreement shall supersede the requirements of Chapter 2.203 (Contractor Employee Jury Service) of the Los Angeles County Code.

Section 12.01. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance,

professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

Separability Clause

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

General Savings Clause

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

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

APPENDIX I SAFETY RECOMMENDATIONS

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

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

14. Equipment or circuits that are to be de-energized for service or repair shall be rendered inoperable and have locks and tags applied which shall only be removed by the worker who installs them. Grounds are to be applied where applicable.
15. When work must be performed on energized circuits or over 300 volts to ground, rubber gloves and suitable barriers must be used.
16. Exposed energized conductors shall not be left unguarded.
17. GFI (Ground Fault Interrupter) protection or assured grounding systems shall be used in all 15 and 20 AMP 120 Volt circuits.
18. When working around exposed high voltage conductors, a six (6) foot minimum clearance must be maintained; when using hoisting type equipment, a ten (10) foot minimum clearance must be maintained.
19. The use of any powder actuated tool is prohibited unless the operator is licensed by the tool manufacturer.
20. Employees shall not enter confined spaces unless it has been determined that the atmosphere has not been contaminated and has sufficient oxygen to sustain life. Supplementary ventilation is recommended.
21. Any trench or excavation over five (5) feet in depth or in unstable soil shall be shored or the sides sloped prior to the workmen being allowed to enter. A CAL/OSHA permit is required.
22. All accidents must be reported immediately to the Employer's representative and steward if available.
23. The Employer and employee shall both be on the alert for asbestos at the work site. The Employer will determine the level of exposure and take proper precautions.
24. The Employer shall make available reasonable, sanitary facilities including suitable and sanitary drinking water (this shall not necessarily mean bottled water) for its employees.
25. An adequate first aid kit shall be mandatory on every job and/or truck.
26. Each employee covered under this Agreement must have current first aid and CPR certificate (current shall mean within the previous three (3) years).
27. The Employer will make a reasonable effort to supply a clean lunch area for employees working on a project.

Negotiated by Local Union 40, IBEW and Los Angeles County Chapter, National Electrical Contractors Association.

Effective Date: August 1, 2019

Signed For:

LOCAL UNION NO. 40, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Marc Flynn
Business Manager

Don Easy
President

Signed For:

LOS ANGELES COUNTY CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

James M. Willson
Chapter Manager

Dan Henrich
President