



**IBEW  
Local Union  
No. 952**

**Intelligent Transportation Systems**

# **A G R E E M E N T**

**Effective**

**October 1, 2020 - September 30, 2024**

**Ventura Division  
of  
Los Angeles  
County Chapter,  
NECA**





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**INTELLIGENT TRANSPORTATION SYSTEMS  
AGREEMENT**

**between**

**LOCAL UNION NO. 952, I.B.E.W.**

**and**

**VENTURA DIVISION**

**of**

**LOS ANGELES COUNTY CHAPTER,**

**N.E.C.A.**

Effective October 1, 2020 – September 30, 2024

Agreement by and between the Ventura Division of the Los Angeles County Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 952, IBEW.

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

As used hereinafter in the Agreement, the term “Chapter” shall mean the Ventura Division of the Los Angeles County Chapter of NECA and the term “Union” shall mean Local Union No. 952, IBEW.

The term “Employer” shall mean an individual firm that has been recognized by an assent to this Agreement.

## **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 industry demands a mutuality of confidence between the Chapter and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods.

In accordance with the Federal Government Executive Orders, the Fair Employment Practices Act of the State of California, and other applicable laws, the parties to this Agreement are obligated not to discriminate against any employee or applicant for employment because of race, religion, color, age, sex, creed, national origin, or disability. All statements and words in this agreement, referring to gender in any way, include all genders.

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

## **GENERAL SAVINGS CLAUSE**

If any proposal submitted by the Union, if granted, may not be put into effect because of applicable legislation, Executive Orders or regulations dealing with wage and price stabilization, then such proposals, or any part thereof, including any retroactive requirements thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement and any extensions thereof.



**ARTICLE I**  
**Term of Agreement**  
**Effective Date - Changes**  
**Grievances - Disputes**

**Section 1.01**

This Agreement shall take effect October 1, 2020, and shall remain in effect until September 30, 2024, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from October 1 through September 30 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)** In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

**(e)** By mutual agreement only, the Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issues to the Council on Industrial Relations for adjudication. Such

unresolved issues 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.

**(f)** 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.

**(g)** 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**

During the term of this Agreement, 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 representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 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 representative 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 members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

**Section 1.08**

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

**Section 1.09**

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

**Section 1.10**

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.

This provision shall sunset at the end of the agreement unless renewed by the parties.

## **ARTICLE II Employer's Rights - Union's Rights**

### **Section 2.01**

No member of Local Union No. 952, while he remains a member of such Local and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

Any workman signing the Referral Procedure who holds an active State of California electrical contractor's license shall, within thirty (30) days, show proof that said license has been placed on the "INACTIVE" status. Such license shall remain "INACTIVE" so long as he is employed or eligible for employment under the terms and conditions of this Agreement.

### **Section 2.02**

An Employer engaged in joint-venture jobs shall be considered as a new and separate individual Employer, with all the rights herein as apply to an individual participating Employer. There shall be no transfer of workmen between a joint-venture and any or all of the Employers comprising the joint-venture.

### **Section 2.03**

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 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 observe all safety regulations, and in discharging employees for proper cause.

The Union may institute a grievance procedure under the terms of this Agreement if it feels any employee has been unjustly discharged. 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.

In applying the above provision, the Employer shall not discriminate against employees in regard to hire or tenure of employment by reason of union membership; provided, however, all workmen, union or otherwise, shall be classified and receive wage scales and other benefits as provided for under the terms of this Collective Bargaining Agreement.

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

**(b)** The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization -the additional working dues from the pay of each I.B.E.W. member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

(c) The Employer agrees to deduct and transmit to the Treasurer of I.B.E.W. Local No. 952 COPE and/or Charity League the amount specified for each hour worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by I.B.E.W. Local No. 952 COPE and/or Charity League. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

#### **Section 2.04**

Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the electrical industry. Therefore, "Employer" as used herein is defined to mean a person, firm or corporation having these qualifications duly licensed by the State Contractor's License Board, State of California, as an electrical contractor.

Any person desiring to be an Employer under the terms of this Agreement shall furnish satisfactory proof of his qualifications to the Union.

#### **Surety Bond**

Any Employer who has had twelve (12) months of good standing without a default in the payment of fringe benefits will not have to post a surety bond unless he defaults in his fringe payments. Any defaulting Employer and all others who do not meet these requirements will have to post a surety bond as follows: Any shop or project employing zero to five (0-5) employees will have to post a \$5,000.00 bond or cash; any shop or project employing five to ten (5-10) employees will have to post a \$7,500.00 bond or cash; any shop or project employing ten to fifteen (10-15) employees will have to post a \$10,000.00 bond or cash; any shop or project employing fifteen to twenty (15-20) employees will have to post a \$12,500.00....etc. cash or bond for employees covered by this Agreement. Any Employer required to post a bond shall maintain the bond until the Employer has established performance satisfactory to the parties, but in no case for more than twelve (12) months nor longer than the Employer employs employees under this Agreement. Said bond shall be in a form acceptable to the parties and guarantee payment of fringe benefits provided for in this Agreement.

It is agreed and understood that this surety bond is considered a joint bond covering the Inside and Outside Agreements and groups of

employees. Consequently, Employers who are signatory to more than one (1) Agreement shall post only one (1) bond. Any question or dispute arising out of the enforcement of this section shall be considered under the provisions of Article 1, Sections 4 and 5 of this Agreement.

### **Section 2.05**

For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation insurance with a company authorized to do business in this state, social security and such other protective insurance as may be required by the laws of this state, and shall furnish satisfactory proof of such to the Union. He shall also make contribution to the California Unemployment Compensation Commission.

### **Section 2.06**

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

### **Section 2.07**

The Employer shall not loan or cause to be loaned the members of the Union in his employ to any other Employer without first securing permission of the Union and then only when applicants possessing the required qualifications are not available under the Referral Procedure.

### **Section 2.08**

The Union has the right to appoint a steward at any shop or on any job where workmen are employed under the terms of this Agreement. The Employer shall assign the steward regular working duties. Under no circumstances shall the steward be discriminated against by any Employer or his representative for the faithful performance of his duties as steward. The Union agrees that when such steward is appointed or changed, the Employer shall be notified in writing, stating the steward's name and shop, or job to which he is appointed. The steward will be subject to discharge for just cause to the same extent as other employees provided, however, that the Union should be notified in writing two (2) working days prior to discharge. The steward shall be among the last three (3) employees on the project excluding supervision, provided the steward is qualified and possesses the skills to perform the work. A worker shall not be appointed steward until after two (2) working days of employment with the contractor.

**Section 2.09**

The representative of the Union shall be allowed access to any shop or job at any reasonable time when workmen are employed under the terms of the Agreement.

**Section 2.10**

No Employer, or member of the Union, or their agents, shall give or accept, directly or indirectly, any rebate of wages. Any Employer found violating this provision shall be subject to having his Agreement terminated upon written notice thereof being given by the Union.

**Section 2.11**

The policy of the Local Union and its members is to promote the use of materials and equipment manufactured, processed, or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

**Section 2.12**

Two (2) members of a firm shall be permitted to work with the tools. The working members shall be registered with the Local Union, in writing, prior to performing any work covered by the terms of this Agreement. The working members shall comply with all fringe benefit provisions that are legally permissible. The working members can participate in either the Inside or Construction classification wage and benefits (For working members choosing the Construction classification benefit rates, the appropriate rate will be required for non-Construction classification jobs). The working members shall have the authority to arbitrate any and all grievances on job site, and the right to hire and fire. Nothing in this rule shall be construed as preventing any Employer from making temporary repairs or adjustments where any emergency exists involving a hazard to life or property.

**Section 2.13**

(a) The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved agreement of this or any other Local Union of the I.B.E.W., other than violations of paragraph (b) of this section, will be sufficient cause for the cancellation of this 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.



**(b)** 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 I.B.E.W. or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

**(c)** All charges of violations of paragraph (b) of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

#### **Section 2.14**

Each contractor hiring workmen under the terms of this Agreement shall have permanent identification signs, seals, decals or stickers of not less than 144 square inches in area, visible from the outside on each side of his company trucks, buses and equipment.

#### **Section 2.15**

The Union shall furnish termination slips in triplicate to Employers to be filled out on termination of an employee.

The slip will show whether an employee was discharged, quit, or laid off (reduction in force), and eligible for rehire on this job with explanation for termination. A copy shall be given to the employee, the Employer shall retain a copy, and a copy shall be furnished to the Union.

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 at his or her 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 or her appropriate place on the referral list.

### **Section 2.16**

**(a)** In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity including a joint-venture, wherein the Employer, through its officers, directors, partners or stockholders, exercises either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations 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.

**(b)** As a remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

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

**Section 2.17**

Nothing contained in the Agreement, or any part thereof, or in Article I, or any part thereof, shall affect or apply to the Union on whose behalf this Agreement is executed, in any action they may take against any contractor who has failed, neglected or refused to comply with or execute any settlement or decision reached through the grievance procedure under the terms of Article I, Section 4.

**Section 2.18**

It shall not be a violation of this Agreement, nor shall it be cause for discharge or any other disciplinary action by the Employer against any employee for any employee to refuse to cross a picket line whether at a job site or the contractor's premises. 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 Ventura County Building and Construction Trades Council. There shall be no interruption of work until the business representative has verified the picket line authorization.

**Section 2.19**

The Employer agrees that it will recognize the Union as the exclusive collective bargaining agent for all employees performing electrical work within the jurisdiction of the Union on all present and future job sites, if and when a majority of the Employer's employees authorize the Union to represent them in collective bargaining.

**Section 2.20**

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

**Section 2.21**

A delinquent Employer 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 Employer. Such sum shall be transmitted to such employee through IBEW Local Union 952. A delinquent Employer shall be liable to reimburse any fund for the cost of value of any benefits, which may be made available by the Trustees to any employee affected by the failure of the delinquent

Employer to contribute or to report to the appropriate Health Trust Fund.

The Union shall remove employees covered by this Agreement from employment with a delinquent Employer providing advance notice of not less than twenty-four (24) hours is given of such action to the delinquent Employer. Such removal of employees and cessation of work by employees for such delinquent Employer shall continue until the Administrator of the Fund involved verifies that there is no money owing to the Fund by such Employer. Men removed from the job may accept a job referral to a different employer and still be eligible to be transferred back to the Employer from which he was removed, providing the delinquencies were corrected and the transfer effected within forty-eight (48) hours of the removal time.

### **ARTICLE III Hours, Wage Payments, Working Conditions**

#### **Section 3.01**

Eight (8) hours worked between the hours of 8 o'clock a.m. and 4:30 p.m. with thirty (30) minutes meal period that must be provided no later than the end of the Employee's fifth hour of work. Forty (40) hours within five (5) such work days, Monday through Friday inclusive, shall constitute a workweek. Starting and quitting time may be moved back, up to three (3) hours on any job, in order to coincide with other trades on a particular project, upon Employer notification to the Business Manager. Mealtime shall be subject to variations so that service may be maintained. No workman is to sign, clock, or brass-in on jobs, except on company time on jobs requiring such.

At the employer's discretion, the standard work day may consist of ten (10) hours of work between 5:00 a.m. and 6:30 p.m., with one half hour for lunch. The standard work week shall be four consecutive days of work commencing on Monday through Thursday or Tuesday through Friday. All hours worked in excess of twelve hours shall be paid at double the straight time rate of pay. The employer must notify the Local Union with the name of the project and schedule. Prevailing wage laws if different, shall supersede this option on such projects.

When required to work a 4/10 shift, apprentices shall be provided reasonable time to commute to normally scheduled JATC classes. The apprentice shall be paid for the normally scheduled shift.

## **(a) REST PERIODS**

**(1)** Every Employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes 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.

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

### **Section 3.02**

The following days will be non-scheduled workdays: Martin Luther King Jr. Day, Cesar Chavez Day (to be observed on the same day as the majority of adjacent IBEW Local Union Inside Wiremen Agreements), the regular workday before Christmas and the regular work day before New Year's Day. If, however, it is necessary, due to

job scheduling, to work on these days, the straight-time rate of pay will be applicable.

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

For the purpose of this section, an employee requested to be “on-call” must, for the entire “on-call” period:

- (a) Be available by phone
- (b) Be alcohol/drug free
- (c) Have the ability to leave home within a half-hour of being called to report for work.
- (d) An employee who does not meet these conditions shall not qualify for the “on-call” standby pay.

All work, except maintenance work, as described in Subsection (a) of this section, performed outside the regular scheduled working hours, shall be paid as follows:

**(a)** All hours in excess of eight (8) per day but not to exceed twelve (12) hours per day, Monday through Friday, will be paid for at time and one-half the straight time rate of pay.

**(b)** Work performed on Saturdays, not to exceed twelve (12) hours per day shall be paid for at time and one-half the straight time rate of pay.

**(c)** All work performed in excess of twelve (12) hours per day as described in this section, Sundays and the following holidays: New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, or days celebrated as such, shall be paid for at double the straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday will be observed in lieu thereof. When any of the above holidays fall on Saturday, the Friday preceding will be observed in lieu thereof.

**(d)** Maintenance work performed outside of the regular scheduled working hours and on Saturdays, not to exceed 12 hours per day, shall be paid for at one and one-half (1 1/2) times the regular straight time rate of pay. All hours worked in excess of 12 hours per day,

Sundays and the following holidays shall be paid for at double the regular straight time rate of pay: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day, or days celebrated as such. When any of the above holidays fall on Sunday, the following Monday will be observed in lieu thereof. When any or the above holidays fall on Saturday, the Friday preceding will be observed in lieu thereof.

Maintenance work is defined as servicing and maintaining electrical equipment, trouble calls from employer's shop and limited installations where it would be impractical to work during regular business hours.

**(e)** All overtime on any job shall be divided equally among the workmen regularly employed on the job when practical to do so.

**(f)** All work prior to the established shift shall be paid at double the straight time rate of pay.

**(g)** When offsite parking is utilized, the men shall report to the ground floor reporting location on their time, and shall be allowed adequate time to return to the offsite parking on the contractor's time at quitting time. Offsite parking is defined as any point over  $\frac{1}{4}$  mile from the reporting location. If the employer chooses to provide transportation between offsite parking and the reporting location, the men shall utilize such transportation for up to ten (10) minutes in each direction on their own time.

**(h)** Any workman having to leave a job due to an injury that requires medical attention, and is unable to return to work will receive eight (8) hours pay for that day.

### **Section 3.03**

No work shall be performed on Labor Day, except in case of emergency and then only after the Business Manager of the Union grants permission.

### **Section 3.04**

Workmen employed under the terms of this Agreement will not contract, sub-contract, work piecework, or work for less than the scale of wages established by this Agreement. The Employer shall not offer and/or pay, and the employee shall not accept a bonus based on specific performance on any individual job.

The wage rate increases are as follows for the duration of this Agreement.

Date	Wage Increase to be Allocated	Amount Allocated to JATC
12/28/2020	\$1.00	\$0.05
07/26/2021+	\$1.00	
12/27/2021+	\$1.16	\$0.05
07/25/2022+	\$1.16	
12/26/2022+	\$1.29	\$0.05
07/31/2023+	\$1.29	
12/25/2023+	\$1.35	\$0.10
07/29/2024+	\$1.35	

The minimum rate of wages shall be:

**ZONE A WAGES**

effective date		12/28/20
<b>Traffic Journeyman Wireman</b>		42.50
<b>Traffic Foreman (111.3%)</b>		47.30
<b>Traffic General Foreman (122.6%)</b>		52.11
<b>**Transportation Systems Technician (75%)</b>		31.88

<b>APPRENTICE WIREMAN – SIX (6) PERIODS</b>		12/28/20
<b>First Period</b>	<b>40%</b> of Traffic Journeyman Wireman Rate	17.00
<b>Second Period</b>	<b>45%</b> of Traffic Journeyman Wireman Rate	19.13
<b>Third Period</b>	<b>50%</b> of Traffic Journeyman Wireman Rate	21.25
<b>Fourth Period</b>	<b>60%</b> of Traffic Journeyman Wireman Rate	25.50
<b>Fifth Period</b>	<b>70%</b> of Traffic Journeyman Wireman Rate	29.75
<b>Sixth Period</b>	<b>85%</b> of Traffic Journeyman Wireman Rate	36.13

+ Contact I.B.E.W. Local 952 or L.A. NECA to confirm current wage and benefit rates.

**ZONE B – Add \$5.00 to all hourly rates.**

(All work in excess of thirty-two (32) road miles from the nearest basing point, shall be Zone B. The basing point shall be the main post office in the following cities: Camarillo, Oak View, Oxnard, Santa Paula and Ventura.)

<b>FRINGE BENEFITS</b>	12/28/20
<i>Items below are employer contributions --</i>	
<b>Health &amp; Welfare</b>	9.46
<b>Pension-Defined Benefit</b>	16.64
<b>Apprentice Training</b>	1.05
<b>NEBF</b>	3%
<b>NEIF (NECA members)</b>	1%
<b>AMF (non-NECA members)</b>	.5%
<b>LMCC (employer contribution)</b>	.55

*Items below are employee deductions --*

<b>401(k)</b> (employee voluntary deferral from hourly wage at 0%, 3%, 6%, 9% or 15%)	( )
<b>*Working Assessment Dues</b> (employee deduction per hour)	(5%)
<b>**Vacation</b> (employee deduction per hour)	(3.00)
<b>***COPE and/or Charity League</b> (employee voluntary deduction per hour)	(.05)



\*See Article II, Section 2.03(b) (working assessment dues – mandatory deduction from wages)  
 \*\*See Article III, Section 3.04(a) (vacation – mandatory deduction from wages)  
 \*\*(75% Transportation Systems Technician exempt from vacation deduction)  
 \*\*\*See Article II, Section 2.03(c) (COPE and/or Charity League - voluntary deduction from wages)  
**Contractors shall be notified at least 45 days prior to any changes in the allocation.**

+ Contact I.B.E.W. Local 952 or L.A. NECA to confirm current wage and benefit rates.

It is mutually agreed that any portion of the agreed wage settlement may be subject to re-allocation to any of the fringe benefits, as stipulated by the membership of I.B.E.W. Local Union No. 952.

NOTE: First Year Apprentices (40% and 45%) are Excluded from Pension-Defined Benefit and Voluntary 401(k) Pension, LMCC and Working Assessment Dues.  
 The \$3.00 per hour vacation deduction applies to 70% apprentices and above.

**SHIFT RATES (2<sup>nd</sup> Shift) 12/28/20**

**Swing Shift – is Start Time Between 10:01 AM and 8:00 PM**  
*(8 hours pay for 8 hours worked at the regular hourly rate of pay plus 17.3% per hour)*

<b>Traffic Journeyman Wireman</b>	49.85
<b>Traffic Foreman (111.3%)</b>	55.48
<b>Traffic General Foreman (122.6%)</b>	61.13
<b>**Transportation Systems Technician (75%)</b>	37.40

**APPRENTICES WIREMAN – SIX (6) PERIODS (2<sup>nd</sup> Shift) 12/28/20**

<b>First Period</b>	<b>40% of Traffic Journeyman Wireman Rate</b>	19.94
<b>Second Period</b>	<b>45% of Traffic Journeyman Wireman Rate</b>	22.44
<b>Third Period</b>	<b>50% of Traffic Journeyman Wireman Rate</b>	24.93
<b>Fourth Period</b>	<b>60% of Traffic Journeyman Wireman Rate</b>	29.91
<b>Fifth Period</b>	<b>70% of Traffic Journeyman Wireman Rate</b>	34.90
<b>Sixth Period</b>	<b>85% of Traffic Journeyman Wireman Rate</b>	42.38

+ Contact I.B.E.W. Local 952 or L.A. NECA to confirm current wage and benefit rates.

**SHIFT RATES (3<sup>rd</sup> Shift) 12/28/20**

**Graveyard Shift – is Start Time Between 8:01 PM and 5:59 AM**  
*(8 hours pay for 8 hours worked at the regular hourly rate of pay plus 31.4% per hour)*

<b>Traffic Journeyman Wireman</b>	55.85
<b>Traffic Foreman (111.3%)</b>	62.15
<b>Traffic General Foreman (122.6%)</b>	68.47
<b>**Transportation Systems Technician (75%)</b>	41.89

**APPRENTICES WIREMAN – SIX (6) PERIODS (3<sup>rd</sup> Shift) 12/28/20**

<b>First Period</b>	<b>40% of Traffic Journeyman Wireman Rate</b>	22.34
<b>Second Period</b>	<b>45% of Traffic Journeyman Wireman Rate</b>	25.14
<b>Third Period</b>	<b>50% of Traffic Journeyman Wireman Rate</b>	27.92
<b>Fourth Period</b>	<b>60% of Traffic Journeyman Wireman Rate</b>	33.51
<b>Fifth Period</b>	<b>70% of Traffic Journeyman Wireman Rate</b>	39.09
<b>Sixth Period</b>	<b>85% of Traffic Journeyman Wireman Rate</b>	47.47

+ Contact I.B.E.W. Local 952 or L.A. NECA to confirm current wage and benefit rates.

There shall be a minimum of six (6) periods of apprenticeship. The first two (2) consisting of nine hundred (900) OJT hours each and satisfactory completion of the first year of related classroom training, shall constitute the probationary period. Successive periods will require the minimum hours OJT and an additional year of related classroom training. The six (6) periods are as follows:

Six Periods	OJT Hours	Related Training
1	0 - 900	Satisfactory Progress
2	901 - 1800	1 <sup>st</sup> year school completed
3	1801 - 3600	2 <sup>nd</sup> year school completed
4	3601 - 5400	3 <sup>rd</sup> year school completed
5	5401 - 6300	
6	6301 - 7200	4 <sup>th</sup> year school completed

**(a)** All first, second, and third year apprentices, and Transportation Systems Technicians shall be excluded from the Vacation Plan. At the beginning of the first six months of the fourth year, all apprentices shall become participants in the Vacation Plan.

**Section 3.05**

All monies due (wages, subsistence, etc.) shall be paid weekly in cash, draft, or by payroll check. The designated payday is Thursday. Upon voluntary authorization by the employee, the employer may mail the payroll check provided it is postmarked no later than the Tuesday prior to payday.

An employer may electronically deposit an employee’s weekly wages to an account authorized by the employee. The employee must receive his or her weekly wages electronically, by the end of the business day on Thursday.

**(a)** All payroll checks must have a stub or statement showing all amounts withheld. This stub is to be retained by the employee.

**(b)** In the event the Employer fails to pay a workman his wages, either in cash, draft or check by quitting time on payday, the Employer will be penalized a sum amounting to wages at the straight time rate of pay, eight (8) hours per day, seven (7) days per week, until the workman receives his wages.

**(c)** In the event an Employer pays by payroll check or draft, and for any reason the payroll check or draft is returned for insufficient funds,

then the employee will be deemed not to have been paid and subsection (b) of this section will be enforceable.

**(d)** Any and all complaints or disputes relating to wage payments, subsistence, etc., shall be filed in writing at the Business Manager's office, in duplicate, within fifteen (15) working days after the payroll period in question. The Business Manager shall immediately transmit a copy of the complaint to the Employer.

**(e)** If the regular payday falls on a recognized holiday, employees must receive their payroll checks in full, the previous scheduled workday.

### **Section 3.06**

Any workman laid off or discharged by the Employer shall be paid all his wages immediately. If a workman quits, he shall be paid within seventy-two (72) hours. In the event the Employer violates this section, he shall be penalized in accordance with Article III, Section 3.05(b).

**(a)** Should an Employer, for lack of work, temporarily lay off any workman in excess of three (3) consecutive workdays, the Employer is deemed to have laid off the workman temporarily. The workman at his discretion can then demand that he be returned to the Union hall for future referral. The Employer shall, at the end of said three (3) days unemployment, pay all wages due in full, and furnish a lay off termination slip to the employee.

**(b)** 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 at the start of the shift of the next succeeding workday. Notification in a timely manner shall mean within two (2) hours after starting time.

As a condition of the termination, the employee's check and termination slip may be delivered to the Union hall prior to close of business on the workday of the termination.

### **Section 3.07**

**(a)** When workmen are directed to report to a job or shop and do not start work due to weather conditions, lack of materials or other causes beyond their control, they shall receive two (2) hours pay, unless notified one (1) hour prior to the scheduled starting time; provided, however, that if a workman cannot be notified by telephone, this

provision shall not apply. The employee must notify the Employer one (1) hour prior to the scheduled starting time if he will not be at work.

When employees start to work, they shall be paid not less than two (2) hours. This provision is inapplicable when operations cannot continue due to threats to persons or property, or when recommended by civil authorities.

**(b)** Any workman called for duty outside his regular working hours shall receive a minimum of two (2) hours pay at double the straight time rate for construction work, or time and one-half the straight time rate for maintenance work.

**(c)** When an employee works overtime four (4) hours or less immediately preceding his regular scheduled starting time on regular workdays, he shall be paid at the overtime rate only until his regular starting time. When an employee works in excess of four (4) hours preceding his regular starting time on regular work days and does not receive a break of at least four (4) hours, he shall continue to be paid at the overtime rate beyond his regular starting time for a minimum of eight (8) hours worked at which time he may be released from work for that day or he will continue to be paid at the overtime rate.

As an example - an employee starting work at 2:00 a.m. whose regular starting time is 8:00 a.m. will be paid at the overtime rate until 10:00 a.m., at which time he may be released.

**(d)** When an employee works overtime after the regular day or shift or when the employee is called out to work at night, Saturdays, Sundays or holidays, the Employer shall provide all meals. A meal period of thirty (30) minutes shall be allowed on the Employer's time at the end of the regular workday or before the regular workday, if the employee is required to work in excess of two (2) hours. Employees working overtime shall receive a meal period every four (4) hours on the Employer's time. When notified before quitting time the workday before, the employees shall furnish their first meal. Employees required to work during any regular meal period shall receive the established overtime rate for such meal period and shall thereafter be allowed reasonable opportunity to eat their meal on the Employer's time.

**(e)** Workmen shall eat meals on their own time. Workmen shall be allowed one-half (1/2) hour to eat.

(f) In accordance with Industrial Welfare Commission order no. 16 – 2001, Article 5 (D), this collective bargaining agreement expressly provides the terms and conditions regarding reporting time pay.

### **Section 3.08**

(a) Any workman reporting for work and being laid-off, not having been notified the day previous of such layoff, shall receive not less than two (2) hours wages in order to gather his tools and personal belongings and shall be paid off in full immediately unless the Business Manager has been notified in sufficient time to place such workman on another job, if available, without any loss of time.

Any Contractor scheduling regular overtime work shall first notify the Local Union.

(b) In accordance with Industrial Welfare Commission order no. 16 – 2001, Article 5 (D), this collective bargaining agreement expressly provides the terms and conditions regarding reporting time pay.

### **Section 3.09**

(a) A foreman is an employee of the Employer. He must be a qualified journeyman. On any job or project requiring three (3) or more workmen, the Employer shall designate one (1) as foreman. A foreman is a workman who may supervise a crew of nine (9) journeymen, or fifteen (15) workmen including himself.

(b) When two (2) or more foremen are required by an Employer on any job or project, one (1) shall be designated as a general foreman and continue to be in charge of a crew. No general foreman shall be in charge of more than seven (7) foremen and in no case shall a general foreman direct anyone but his foremen, except as noted above. When a third crew and foreman are added, each of the three shall have its own foreman and the general foreman shall act as a general foreman only. A general foreman shall work in a supervisory capacity only.

(c) A foreman is a representative of management and as such any question or dispute involving a foreman shall be taken up as a grievance against his employer under the regular grievance procedure.

(d) General foremen will receive 122.6% and foremen will receive 111.3% of the journeymen rate for all classifications.

**Section 3.10**

On jobs having a foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the foreman or management's representative in the presence of the foreman.

**Section 3.11**

No foreman of one job shall at the same time perform work or supervise work on another job.

**Section 3.12**

On all jobs requiring five (5) or more journeymen, at least every fifth journeyman, if available, shall be fifty (50) years of age or older.

**Section 3.13**

All journeymen and apprentices working under the terms of this Agreement shall furnish the following tools: tool box and tool pouch, hammer (22 oz. maximum), hack saw, tape measure (25'), pliers: line type, diagonal cutting, needle nose and channel locks, screw driver (Standard and Phillips), electrician's knife, crescent wrench (10" maximum), magnetic torpedo level, bolt cutters (up to #10), wire strippers, non-contact proximity voltage tester, allen wrenches (up to 3/8"), tri-square, and socket set 3/8" drive (up to 3/4").

**Section 3.14**

The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment furnished to them providing the Employer furnishes the necessary lockers, toolboxes, or other safe places for storage. Further, the Employer shall furnish a suitable place for employees to leave their personal tools during the time that the employees are off the job or project.

Should an employee's tools be stolen from a storage place provided by the employer (per the terms of Section 3.14) and through no fault of his/her own as determined by both the employer and 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 Section 3.13 of this Agreement AND/OR when the employee's tools are not secured, misplaced AND/OR no established theft is documented with authorities.

**Section 3.15**

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

**Section 3.16**

The Employer shall furnish transportation from shop to job, job to job, and job to shop. Vehicles for transporting workmen shall be enclosed and have anchored benches or seats for each employee. The vehicles shall be kept in a safe operating condition and the driver shall operate the vehicle in accordance with the Vehicle Code of the State of California. The Employer shall carry public liability insurance on all vehicles used for transporting workmen. If employees use their vehicle for transportation from shop to job, job to job, and job to shop, contractors will pay the current IRS mileage rate for miles driven.

**(a)** In accordance with Industrial Welfare Commission order no. 16 – 2001, Article 5 (D), this collective bargaining agreement expressly provides the terms and conditions regarding reporting time pay.

**(b)** When directed by the Employer, workmen shall report to the Employer's shop or project within the jurisdiction of the Union by the designated starting time.

**(c)** All work less than thirty-two (32) road miles from the nearest basing point, shall be Zone A hourly pay scale and fringe benefits.

Zone A wage scale shall be the current Journeyman rate and fringe benefits.

All work in excess of thirty-two (32) road miles from the nearest basing point, shall be Zone B hourly pay scale and fringe benefits.

Zone B wage scale shall be \$5.00 per hour above the current journeyman rate and fringe benefit rates for all classifications.

Zone B premium shall only apply to employees who begin their work day in Zone B (i.e., they drove there on their own time). Zone B pay shall not apply to employees who begin their work day in Zone A and ride to and from Zone B on company time during the workday and end their workday at the reporting location in Zone A.

(d) The basing point shall be the main post office in the following cities: Camarillo, Oxnard, Santa Paula, Ventura and Oak View.

**Section 3.17**

Carrying Employer's tools or material to and from the job shall be considered time worked and no workman shall carry Employer's tools or materials outside of working hours.

**Section 3.18**

No workman shall use any automobile in a manner detrimental to the best interest of other members, nor shall any member use his automobile to transport Employer's tools or materials.

**Section 3.19**

Workmen employed under the terms of this Agreement shall do all electrical work on public streets and freeways, above or below the ground. All work necessary for the installation, maintenance, renovation, repair or removal of Intelligent Transportation Systems, CCTV, Street Lighting and Traffic Signal Work or systems, whether overhead, underground, or on bridges, including dusk to dawn lighting installation and ramps for access to egress from freeways. Intelligent Transportation Systems shall include all systems and components to controls, monitor and communicate with pedestrian or vehicular traffic included but not limited to installation, modifications, removal of all Fiber Optic Video Systems, Fiber Optic Data Systems, Direct Interconnect and Communication Systems, Microwave Data and Video Systems, Microwave Detection Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, Highway Weight and Motion Systems, Etc. Also, any and all work required to install and maintain specialized systems.

All cutting, fitting and bandaging of such ducts, raceways and all conduits. The cleaning and rodding and installation of Fish and Pull Wires.

The excavating, setting, leveling and grouting of precast manholes, vaults and pull boxes, including ground rods, or grounding systems and rock necessary for leveling and drainage, as well as the pouring of concrete envelopes if needed.



**Section 3.20**

Work involved in the handling and moving of all electrical material, equipment and apparatus on the job site shall be performed by workmen employed under the terms of this Agreement.

**Section 3.21**

On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two or more journeymen must work together, one standing by wearing rubber gloves.

**Section 3.22**

Adequate safety and protective devices shall be supplied workmen by the Employer on all hazardous work in accord with the Safety Orders of the Industrial Accident Commission and rules of the Union. They shall also observe instructions of the Employer in matters of safety, provided such instructions are not in conflict with Safety Orders of the Industrial Accident Commission and recognized practices in the trades.

**Section 3.23**

When required by employers, safety meeting shall be held within the first four hours of any regular workday or shift and must be done on the employer's time.

**Section 3.24**

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 provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

**Section 3.25**

On any job requiring lead cables to be spliced, necessary tools and materials needed for splicing will be furnished by the contractor.

**Section 3.26**

On all jobs where workmen are required to work from trusses, scaffolds, frames, ladders, towers, or open platforms where the workman is subject to direct fall or where he has to work from a ladder or other support within five (5) feet of any direct fall opening and the work is located a distance of forty (40) feet or more from the ground or floor level, he shall be paid one and one-half (1 1/2) times the straight time rate of pay. An assignment of thirty (30) minutes or more on work such as described above shall entitle the workman to the premium rate for that half day. Any high time worked over a four (4) hour period, shall be paid for at the premium rate for the time worked.

**Section 3.27**

When workmen are required to work under compressed air, or where gas masks are required, they shall be paid at the rate of one and one-half (1 1/2) times the regular straight time rate above for all such work. An assignment of thirty (30) minutes or more to such work shall entitle the workman to the premium rate for the half day in which the assignment is made.

**Section 3.28(a)**

When so elected by the contractor, multiple shifts of eight 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 (8) 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 within the parameters established by the chart in Section 3.28(b).

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

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 3.28(b)** The type of shift work shall be determined by the start time of the shift. This chart shall be used to determine which shift and corresponding rate is applicable.

First Shift (day shift):	Start time between 5:00 AM and 10:00 AM (straight time rate)
Second Shift (swing):	Start time between 10:01 AM and 7:00 PM (straight time rate + 17.3%)
Third Shift (graveyard):	Start time between 7:01 PM and 4:59 AM (straight time rate +31.4%)

**Section 3.29**

The Employer shall be responsible for and assure that potable water is available to employees at all job sites.

**Section 3.30**

When the Employer desires to employ a particular journeyman as a foreman or general foreman, he shall notify the dispatcher of the applicant requested. Upon such request, the dispatcher shall refer the applicant requested provided, however, that all names in higher priority groups, if any, shall first be exhausted before such reference can be made. A maximum of only one (1) applicant may be called out by name per job site under the provisions of this clause. The applicant called out may work in any classification of foreman but must be retained in a foreman classification for a period of not less than three (3) months or the end of the job.

### **Section 3.31**

The reverse layoff provision noted in Section 6.21(a) is applicable on a job-by-job basis only, not by shop.

### **Section 3.32 PREFABRICATION.**

Where pipe cutting, threading and bending machines are used under the terms of this Agreement on the job or in the shop, the cutting, bending, and threading of all conduit and the prefabrication and assembly of all components, brackets, supports and materials to be installed shall be performed by the workers employed under the terms of this Agreement. This applies to all materials used on job site, excluding vendor-supplied items.

### **Section 3.33 Street Lighting and Traffic Signals**

The Transportation Systems Technician will be paid 75% of the Transportation Systems Journeyman Wireman rate with 100% fringe benefits.

**(a)** The Transportation Systems Technician will be under the supervision of a Journeyman Transportation Systems Wireman and will perform the following duties: Distribution of material at the job site, manual excavation and back fill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic loop, fiber optic and video/data.

### **(b) Crew Composition**

The employment of a Journeyman Transportation Systems Wireman shall entitle the contractor to employ any combination of Transportation Systems Technician(s) and/or apprentices at a ratio not to exceed one (1) Journeyman Transportation Systems Wireman to three (3) Technicians and/or apprentices, provided that each Technician shall be under the direction of a Journeyman.

### **Section 3.34 Qualified Safety Person (QSP) Program**

In an effort to maintain a safety conscious and qualified work force the QSP Program is established. This program will provide education in specific topics, which will make employees qualified in evaluating and addressing industry safety issues.

### **Section 3.35 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 952 for violation of said statute, ordinance, rule, law or regulation.”

## **ARTICLE IV**

### **Apprenticeship and Training**

#### **Section 4.01**

There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) 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 4.02**

All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (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 4.03**

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 4.04**

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 4.05**

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 4.06**

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 apprentices 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 4.07**

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 some time 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 4.08**

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 4.12.

#### **Section 4.09**

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 4.10**

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 4.11**

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 4.12**

Each job site shall be allowed a ratio of 2 apprentices for every 3 Journeyman Transportation Wiremen.

No. of Journeyman	Maximum No. 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 Transportation Systems 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 4.13**

An apprentice is to be under the supervision of a Journeyman Transportation Systems Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Transportation 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 three (3) years of related classroom training using the NJATC curriculum and accumulated a minimum of 5,400 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. Fourth year apprentices working alone shall not work on any energized circuits.

**Section 4.14**

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 4.15**

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 4.16**

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. The current rate of contribution is one dollar and five cents (\$1.05) per hour for each hour worked. 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 V Fringe Benefits**

#### **Section 5.01 Liquidated Damages**

All contributions and payroll deductions as specified in Article III, Section 3.04 shall be due and payable on or before the first 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 funds and such reports shall be filed regardless of whether a contractor has employed any employees in the month covered by the report.

All contributions must be received by the fifteenth (15<sup>th</sup>) day of the month in which they are due. Any contractor who fails to report or to make contributions timely or who issues a non-sufficient check, shall be considered delinquent and, therefore, obligated, liable and subject to the following:

**(a)** Each delinquent contractor shall pay to the fund involved liquidated damages in the amount of 1½% of the principal if late 1-30 days; 3% of the principal if late 31-60 days; 1½% will accrue for each additional thirty (30) days late, up to a maximum of 18% per annum of the indebtedness or ten (10) dollars for each month of delinquency, whichever is greater.

**(b)** The trustees of the fund shall, within thirty (30) days after a contractor is delinquent, instruct legal counsel to institute legal action to enforce collection. A delinquent contractor shall pay all reasonable attorney fees, court costs and other expenses incurred in the enforcing of collection from such contractor, and each contractor shall make applicable books, records, and certified payrolls where applicable, available for such purposes. Collection actions may be

brought by the trustees or in the name of any assignee or agent as determined by the trustees.

(c) 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.

(d) The trustees of each joint trust shall have the right to arbitrate, amend and approve their respective trust documents.

### **Section 5.02 Health and Welfare**

(a) Effective July 1, 1975, each signatory Employer shall contribute to the Local Union No. 952 International Brotherhood of Electrical Workers Health Trust Fund the sum as specified in Article III, Section 3.04 for each hour worked by each employee covered by the terms of this Agreement. This is in addition to the wage rate stated in this Agreement.

(b) The Health Plan and Trust Agreement shall comply with and conform to all applicable laws.

(c) Each Employer bound by a Letter of Assent agrees to be bound by all the terms and conditions of the Agreement and Declaration of Trust establishing the Local Union No. 952 International Brotherhood of Electrical Workers Health Trust Fund, and agrees further to be bound by all of the obligations imposed there under and any modifications or changes therein. The Employer further agrees that he does irrevocably designate and appoint the Employers mentioned in said Trust Agreement as his attorneys in fact for the selection, removal and substitution of trustees as provided in said Trust Agreement.

### **Section 5.03 National Electrical Benefit Fund**

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the

NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

#### **Section 5.04 National Electrical Industry Fund**

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

**(a)** 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.

**(b)** One Hundred percent (100%) of all productive electrical payrolls 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.

### **Section 5.05 Vacation / Savings Contributions**

(a) Effective January 1, 1990, each signatory Employer shall contribute on behalf of each employee, the sum as specified in Article III, Section 3.04, per hour for each hour worked by each employee covered by the terms of this Agreement. Such specified amount shall be considered to be wages and shall be deducted from the wage rates set forth in Article III, Section 4, of this Agreement.

(b) The Employer shall compute the employees' hourly rate of pay as set forth in Article III, Section 3.04 of this Agreement and then deduct from the wages the vacation/savings contribution required by this Article. All state and federal withholdings and deductions required to be made shall be made from the wages and vacation/savings plan contribution. Thereafter, the Employer shall deduct the vacation/savings plan contribution from the employees' wages and forward that sum to the Ventura County Credit Union.

(c) The contributions required by this Article shall be made monthly and, in such manner, and on such report forms as shall be designated.

(d) The accounts held in each employee's name by the Ventura County Credit Union should be subject to such rules and regulations as the Ventura County Credit Union has adopted or may adopt pursuant to its charter.

(e) The Employer's sole responsibility under this section shall be to pay the amounts described in Section 5.05 above.

(f) Under no circumstances will the Employer contributions be paid to or handled by the Union, the Employers or any of their representatives or agents. At all times, the Ventura County Credit Union shall be responsible for and the custodian of the funds contributed.

### **Section 5.06 Pension Plan**

(a) The Employer agrees to pay pension benefits for all workmen employed under the terms of this Agreement in addition to the basic wages in accordance with the rates listed in Article III, Section 3.04 - Fringe Benefits, i.e.:

- 1) Hours worked at the time and one-half rate will be paid at one and one-half (1.5) times the straight time rate.
- 2) Hours worked at the double time rate will be paid at two (2) times the straight time rate.

**(b)** The signatory parties hereto and the employees covered by this Agreement, agree to be bound by all of the terms and conditions of the Agreement and Declaration of Trust of the Local Union No. 952, IBEW/Ventura Division, Los Angeles County Chapter, NECA, Pension Plan.

**(c)** 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.

**(d)** 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.

**(e)** 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.

**(f)** This Pension Fund and Trust Document shall comply with and conform to all applicable laws.

#### **Section 5.07 Labor-Management Cooperation Committee**

**(a)** All Employers subject to the terms of this Agreement shall contribute fifty-five cents (\$.55) per hour for each hour worked for the purpose of maintaining the Local No. 952, IBEW - Los Angeles County Chapter, NECA - Ventura Division and Labor-Management Cooperation Committee. This sum shall be forwarded monthly to the trust. For future increases, please refer to the Fringe Benefits Schedule on page 24, or contact the respective Local Union office or NECA office.

**(b)** A Board of Trustees for the Labor-Management Cooperation Committee 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 Agreement and reporting forms, as they consider necessary to administer the plan.

**Section 5.08 Payroll and Fringe Benefits Guarantee Trust Fund**

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 (including Credit Union Fund) up to thirty-two thousand dollars (\$32,000.00) 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 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 fifteen hundred dollars (\$1,500.00) 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 obligations, 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 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. 952, IBEW, make good any defaulted wages to his 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 (\$5,000.00) 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 (\$10,000.00). The Trustees may also set the amount of bond 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 (\$10,000.00). 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 shall notify the Local Union in writing, in the area before starting work.



(6) It is understood and agreed that this Payroll and Fringe Benefits Guarantee Trust Fund is considered a joint fund covering both the Inside and Outside Agreements and other groups of workmen. Consequently, contractors who are engaged in both Inside and Outside work, shall make only one payroll and fringe benefits deposit to this Trust.

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

### **Section 5.09 Administrative Maintenance Fund**

Administrative Maintenance Fund (AMF) - Effective December 1, 1994, each employer covered by this agreement shall contribute 0.5% of the productive payroll for work performed under this agreement to the AMF with the following exclusions: All hours worked in excess of one hundred fifty thousand (150,000) man-hours during any one calendar year.

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 by federal law.

The AMF contribution shall be submitted with all other fringe benefits, as delineated in the Labor Agreement, by the twentieth (20th) 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 authority to recover any funds, along with all costs incurred collecting the delinquent funds, including but not limited to attorney fees, court costs, 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 IBEW or the Local Union.

### **Section 5.10 401K Pension Plan**

(a) The Employer agrees to pay pension benefits for all workmen employed under the terms of this Agreement in addition to the basic wages in accordance with the following:

1) Employees shall have the option of deferring an additional 0%, 3%, 6%, 9%, or 15% from their wages as a contribution to their 401(k) pension account.

2) Hours worked at the time and one-half rate will be paid at one and one-half (1.5) times the straight time rate.

3) Hours worked at the double time rate will be paid at two (2) times the straight time rate.

**(b)** The signatory parties hereto and the employees covered by this Agreement, agree to be bound by all of the terms and conditions of the Agreement and Declaration of Trust of the IBEW Local Union 952 - L.A./NECA 401(k) Pension Plan.

**(c)** 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.

**(d)** All disbursements shall be in accordance with the Trust Agreement. The cost of implementing the Plan shall be borne by the Union. The cost of administration of the Pension Plan and Trust, including legal fees, bonding of trustees, postage, printing, etc., shall be borne by and from the participants through a per capita pro-rated quarterly assessment.

**(e)** This Pension Fund, including Employer contributions, shall be irrevocable except by a three-fourths (3/4) majority vote of the total employees covered by the plan, or as provided for in Section 1.03 of Article I.

**(f)** This Pension Fund and Trust Document shall comply with and conform to all applicable laws.

## **ARTICLE VI**

### **Referral Procedure**

#### **Section 6.01**

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 6.02**

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

**Section 6.03**

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

**Section 6.04**

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

**Section 6.05**

The Union shall maintain a register of applicants for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority group for which he qualifies.

**JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN**

**GROUP I**

All applicants for employment who have four (4) or more years of experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Transportation Systems Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or who have been certified as a Journeyman Transportation Systems Wireman by an 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 (1) 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 (4) or more years of experience in the trade and who have passed a Journeyman Transportation Systems Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. 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 of 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 6.06**

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 6.07**

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 6.08**

“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: Ventura County.

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

**Section 6.09**

“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 permanent home.

**Section 6.10**

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 I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) years’ experience in the trade.

**Section 6.11**

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 6.12**

An applicant who is hired and who receives, through no fault of his own, work of forty hours (40) or less shall, upon re-registration, be restored to his appropriate place within his Group.

**Section 6.13**

Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I, in the order of their place on the “Out of Work List” and then referring

applicants in the same manner successively from the “Out of Work List” in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

#### **Section 6.14**

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

**(a)** When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

**(b)** The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, should first be exhausted before such overage reference can be made.

#### **Section 6.15**

An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

#### **Section 6.16**

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 7.04 through 7.13 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be 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 6.17**

A representative of the Employer or 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 6.18**

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 6.19**

Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties

**Section 6.20**

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 then those in GROUP I.

(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 6.15(a) is required.

(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 6.21**

Journeyman Wireman class completion shall meet the requirement of a bona fide special skill. An individual who has the QSP designation will be considered to have special skills and abilities for the purpose of referral.

**ARTICLE VII**

**National Labor Management Cooperation Committee (NLMCC)**

**Section 7.01**

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 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 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 accomplishment of these purposes and goals.

### **Section 7.02**

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 7.03**

Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the



Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Ventura Division of Los Angeles County Chapter, NECA, or its designee, shall be the collection agent for this fund.

**Section 7.04**

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 contribution 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.

**Section 7.05**

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

**ARTICLE VIII  
Separability Clause**

**Section 8.01**

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.

**Section 8.02**

In the event that the Labor-Management Relations Act of 1947 is amended or is interpreted by the National Labor Relations Board or the courts legally to permit the inclusion of Article II, Section 3(a), of the Agreement of 1947, said article shall be re-incorporated in the

Collective Bargaining Agreement between the parties and the above provision shall forthwith become inoperative.

## **ARTICLE IX Safety**

### **Section 9.01**

It is recognized that the Employer has the exclusive responsibility to provide a safe and healthful workplace and conditions of employment.

### **Section 9.02**

The dangers and costs, which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity, are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance 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 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 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 requirements of those laws and regulations.

## **ARTICLE X Code of Excellence**

### **Section 10.01**

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.

SIGNED FOR THE UNION  
IBEW LOCAL UNION NO. 952

**JEFF BODE**  
Chairman  
Negotiating Committee

\_\_\_\_\_  
Date

SIGNED FOR THE VENTURA  
DIVISION, LOS ANGELES COUNTY  
CHAPTER, NECA

**JIM MARSH**  
Chairman  
Negotiating Committee

\_\_\_\_\_  
Date

**DAN SMITH**  
President  
Negotiating Committee

\_\_\_\_\_  
Date

**JIM WILLSON**  
Chapter Manager  
Negotiating Committee

\_\_\_\_\_  
Date

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