

CONCRETE CORING SPECIALTY AGREEMENT

For the Core Drilling Industry of
Southern California, Serving the
Electrical, Plumbing, Heating, Piping,
and Fire Sprinkler Piping Industry.

Effective dates: August 1, 2022 through July 31, 2026

PREAMBLE

The purpose of this agreement is to provide capable and timely service to the appropriate contractors engaged in the construction, repair, rehabilitation and remodeling of all types of structures and to diminish conflicts and strife within the construction industry.

SECTION I Parties - Area of Agreement

The parties to this Agreement shall be the International Brotherhood of Electrical Workers (IBEW) Local 11 and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry; including Local 709 Firesprinkler Fitters; District Council # 16 (U. A.), collectively referred to herein as "the unions" and the Los Angeles County Chapter, National Electrical Contractors Association and Contractors signatory to the U. A. Agreement, herein referred to as "the employer."

It shall apply to all firms who sign a letter of assent to be bound by this agreement.

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

The word "Workmen," as used hereinafter, shall mean workmen covered by the terms of this agreement.

The area of District Council No. 16 (U.A.) of this Agreement shall be that part of the State of California south of the northern boundaries of San Luis Obispo, Kern and San Bernardino Counties. IBEW Local Union No. 11 - Los Angeles County only.

SECTION II Work Covered - Employer Responsibility

The work covered by this agreement shall be the cutting, drilling or breaking of holes, chases, passages, or openings of any kind in concrete, metal or any other material by means of machinery, tools, and equipment powered by any method, the purpose of which is to allow the passage, placing or installation of pipe, conduit, tubing or any other material installed by employees of contractors in the electrical, plumbing, heating, piping, firesprinkler piping, or any other industry.

The Employer shall furnish all tools, materials, equipment, machinery parts, vehicles, fuels and whatever is required to perform the work of this Agreement.

The Employer shall at no time assign the work of this Agreement to any employee not a party to this Agreement through the IBEW or the U.A.

SECTION III
Employees Covered - Job Description

The employees covered by this Agreement shall be core drillers in five divisions as follows:

- Division I Core drillers with less than one year experience.
- Division II Core drillers with less than two years experience, but more than one years experience.
- Division III Core drillers with less than three years experience, but more than two years experience.
- Division IV Core drillers with less than four years experience, but more than three years experience.
- Division V Core drillers with four years experience.

A core driller is an employee of the employer signed to this Agreement whose duties shall be the operation, maintenance, repair, and caretaking of the Employers tools, equipment, machinery and materials, as directed by the Employer or his agent and any other duties the Employer may assign in connection with the work of this Agreement or not contrary to this Agreement. The training and instruction of core drillers is the sole responsibility of the Employer.

SECTION IV
Sub-Contracting-Union Security-Employer Prerogatives

The work of this Agreement shall not be sub-contracted or assigned in any manner to a contractor, firm, or person not signatory to this Agreement or to the standard IBEW or U.A. Agreement in the applicable area.

The parties agree that all core drillers not members of the appropriate union, when hired shall within seven days make application for membership in the appropriate Union. The Unions agree to admit such applicants to the membership on terms not more burdensome than required of other applicants for Union membership.

The Employer shall have the exclusive right to hire, discharge, layoff, or assign core drillers for any reason not contrary to this Agreement or to law.

SECTION V
Hiring Provisions, Layoffs-Crew Maintenance

The Unions shall maintain lists of available core drillers by division. Employers may hire from this list either by calling for a particular individual core driller by name, or accepting the first core driller on the list. When the number of core drillers in the employ of the Employer who are members of one of the Unions exceeds the number who are members of the other Union, all new hires shall come from the

Union with the smaller number of core drillers in the employ of the Employers until the numbers are balanced, or within one when there is an uneven number of core drillers.

Exception to this rule may be made by mutual consent of the Business Manager of the Unions.

Layoffs or discharges shall be at the discretion of the Employer provided the Union balance is maintained as in the foregoing paragraphs except that where one or more core drillers are employed, at least one shall be a Division IV core driller.

Core drillers when hired, shall be issued a work order by the Business Manager of the Union, setting forth starting day, date, time and division. Any core driller hired shall receive at least four (4) hours wages.

SENIORITY

Seniority shall be assigned to Division V workers employed prior to June 30, 1989, which entitles them to preference in layoffs and rehiring.

Seniority shall be broken by the following events:

- (a) Voluntary quit.
- (b) Discharge for good cause.
- (c) Failure to report to work within seventy-two (72) hours after receipt of written notice of recall from layoff.
- (d) Failure to report for work upon expiration of leave of absence.
- (e) Absence from work without notice to employer for three (3) consecutive work days or for a total of five work days in any one thirty (30) calendar day period.

SECTION VI Work Rules -Overtime - Holidays

Regular work hours shall be eight (8) consecutive hours between the hours of 6:00 a.m. and 6:00 p.m. exclusive of thirty minutes lunch time after four (4) hours work.

Regular work days shall be Monday through Friday exclusive of holidays. A regular work week shall be forty (40) hours worked on five (5) regular work days.

All work performed at time other than regular hours and days shall be reimbursed at one and half times the regular wage rate, all time worked after twelve hours of

work, all time worked on Sundays and holidays shall be reimbursed at two times the regular wage rate.

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

**SECTION VII
Wages - Fringe Benefits**

I.B.E.W. Local No. 11

| Effective: | <u>8/29/22</u> | <u>8/28/23</u> | <u>8/26/24</u> | <u>9/1/25</u> |
|---------------------|----------------|----------------|----------------|---------------|
| Division I (55%)* | \$17.11 | * | * | * |
| Division II (70%)* | \$21.77 | * | * | * |
| Division III (85%)* | \$26.44 | * | * | * |
| Division IV | \$31.10 | +\$3.20 | +\$3.30 | +\$3.40 |
| Division V | \$36.60 | +\$3.20 | +\$3.30 | +\$3.40 |

* Based on Division IV rate

Plumbing and Pipefitting Industry, District Council # 16

Contact District Council # 16 (U. A.) for current rates.

U.A. Local #709 Firesprinkler Fitters

Contact Local 709 Firesprinkler Fitters for current rates.

Core drillers dispatched by the I.B.E.W. Local No. 11 shall have fringe benefits paid on their behalf to the appropriate funds as follows:

| | <u>Employer Contribution</u> | <u>Employee Deduction</u> |
|--|----------------------------------|-------------------------------|
| Defined Contribution (Annuity)** | \$3.71 | --- |
| Southern Calif. Pension Plan | \$5.82 | --- |
| Southern Calif. Health Plan** | \$10.42 | --- |
| NEBF | 3% | --- |
| Labor Management Cooperation Committee | \$0.05 | \$0.05 |
| Southern Calif. Vacation Fund*** | --- | 8.5% |
| Working Dues*** | --- | 3.5% |
| CCF (Non-NECA Members) | 0.5% | --- |
| NEIF (NECA Members) | 1% | --- |

*** As of 10/26/20, Vacation Fund is divided into Vacation Fund (8.5%) and working dues (3.5%).

Core drillers dispatched by the Plumbing and Pipefitting Industry, District Council # 16 shall have fringe benefits paid on their behalf to the appropriate funds as follows:

Contact District Council # 16 (U. A.) for current rates.

Core drillers dispatched by U.A. Local #709 Firesprinkler Fitters shall have fringe benefits paid on their behalf to the appropriate funds as follows:

Contact Local 709 Firesprinkler Fitters for current rates.

SECTION VIII Paydays - Checks - Withholding

Payday shall be determined by the Employer but once fixed may not be changed except with the consent of the Union. Core drillers shall be paid once weekly with no more than five (5) days withheld.

Paychecks shall have attached stub setting forth gross wages, deductions, and contributions and amount of paycheck, hours worked, name of contractor and name of recipient. Any Employer issuing paychecks against non-sufficient funds shall thereafter be required to issue only certified paychecks guaranteed by the bank.

SECTION IX
Special Conditions - Trust Payments, Etc.

Parties to this Agreement clearly understand that this Agreement is an amendment to the basic agreements of the three Union - Employer bargaining units, specifically the Local 11 IBEW-NECA Agreement of Los Angeles and vicinity and the Agreement for the Plumbing, Heating and Piping Industry of Southern California, including the Firesprinkler Fitters of Local #709.

Parties to this Agreement agree to sign and abide by the above referenced Agreement, specifically but not limited to: arbitration, dues check-off, trust fund payments, delinquencies and qualifications.

SECTION X
Termination and Renewal

This Agreement shall commence when endorsed by all parties and shall continue until midnight on the 31st day of July 2022 unless an extension of time is mutually agreed upon by the parties hereto.

SECTION XI
Letter of Understanding

Upon request, labor/management approval of four ten-hour days at the straight time rate of pay.

The names and classification of all individuals working under the terms of the Concrete Coring Agreement will be submitted to the IBEW and the IBEW will submit same to the U.A. District Council #16.

SECTION XII

Effective Date: August 1, 2022

Signed For:

Local Union No. 11
International Brotherhood of
Electrical Workers


Joel Barton, Business Manager

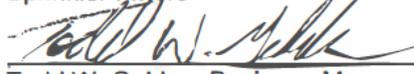
Los Angeles County Chapter
National Electrical Contractors
Association


James Willson, Chapter Manager

So. Cal. Pipe Trades
District Council # 16


Rodney Cobos, Business Manager

Local # 709
Sprinkler Fitters


Todd W. Golden, Business Manager