

**SOUND
AGREEMENT**

2023 - 2026

Between

Local 569,

International Brotherhood

Of

Electrical Workers, AFL-CIO

And

San Diego County Chapter

National Electrical Contractors Association, Inc.

Covering

San Diego and Imperial Counties,

California

Effective June 1, 2023 through May 31, 2026

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AGREEMENT

Agreement by and between the San Diego County Chapter, National Electrical Contractors Association and Local Union 569, IBEW.

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

As used hereinafter in this Agreement, the term “Employer” shall mean the San Diego County Chapter, National Electrical Contractors Association and the term “Union” shall mean Local Union 569, IBEW.

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

ARTICLE I **PURPOSE**

Section 1.01. PURPOSE.

- a. The purpose of this Agreement shall be to promote harmony in Employer-Employee relations and to assist in the stabilization of the Industry by education and cooperation.
- b. It is further agreed in order to provide the maximum opportunities for continuing employment, good working conditions, and better wages for the Employee, and to provide the services of this Industry to the public at a fair and just price, the Employer must be in a position to compete favorably with the various segments of the Electronic and Sound Industry. To these ends, this Agreement is made.

ARTICLE II **EFFECTIVE DATE – CHANGES – GRIEVANCES - DISPUTES**

Section 2.01. This agreement shall take effect **June 1, 2023**, and shall remain in effect until **May 31, 2026**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter from June 1 through May 31 of each year, unless otherwise changed or terminated in the way provided herein.

Section 2.02. (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 specific 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 2.03. 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 the Agreement.

Section 2.04. There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 2.05. 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 2.06. All grievances, or questions in dispute, shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

Section 2.07. 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 2.08. 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 2.09. 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.

ARTICLE III **RECOGNITION**

Section 3.01. RECOGNITION.

The Employer recognizes the Union, and the Union recognizes the Employer for the purposes of collective bargaining with respect to the rates of pay, hours, and rights of the employee in the exclusive performance of the work as outlined under Article III, Section 3.03.

Section 3.02. FAVORED NATIONS.

- a. 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.
- b. The Local Union Business Manager will notify the NECA Chapter of any concession that will be made on a particular job. It will be the responsibility of the individual employer to contact the NECA Chapter to determine if any special conditions will apply to a particular job.

Section 3.03. DEFINITION - SCOPE OF WORK.

The work covered by this Agreement shall include the installation, testing, service and maintenance, of any system that is covered by the National Electrical, National Fire Protection, any and all other codes and any systems of a low voltage nature including but not limited to the following systems which utilize the transmission and/or transference of low voltage for voice, sound, vision and digital for commercial, education, security, utility, industrial, convention center and entertainment purposes on site, on campus, and inside a building envelope, TV monitoring and surveillance, UAV Systems, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, sound reinforcement, fire life safety, mass notification, hold-up burglar alarms, surveillance, fire stopping/sealants, audio video, other supervisory protective systems, and low voltage master clock systems.

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

1. Background-foreground music
2. Intercom and telephone interconnect systems

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

B. LIFE SAFETY SYSTEMS

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

C. TELEVISION AND VIDEO SYSTEMS

1. Television monitoring and surveillance systems and all network based systems
2. Video security systems
3. Video entertainment, Digital Video Signage, HD Video over IP and HDBaseT systems

4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV
7. Projection systems

D. SECURITY AND SURVEILLANCE SYSTEMS

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

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

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

F. The following items are included within the scope of work when such items are used exclusively for low voltage systems: J-hooks; Teardrops; Trapezes (ceiling wire with horizontal support); Plastic tube, Innerduct, and flexible fabric Innerduct for VDV. Ladder Racks when used exclusively for Low Voltage Systems.

This Agreement specifically excludes the following work:

- A. Raceway systems are not to be installed under the terms of this Agreement.
- B. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the Scope) are not to be installed under the terms of this Agreement.
- C. All lighting systems of any type.

It is not a violation of this agreement to subcontract if work is being subcontracted due to proprietary specifications, owner designation of sub-bidders and/or possible unique expertise or competitiveness of sub-bidders.

Section 3.04. MANAGEMENT RIGHTS.

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

b. Non-Contracting by Employees

- 1. Employees except those meeting the requirements of "Employer" as defined herein, shall not contract or perform any work as set forth under the "Scope of Work" of this Agreement.
- 2. Any employee, working under the terms of This Agreement, holding an active contractor's license covering the scope of work as set forth in this Agreement, shall inactivate their license in accordance with Section 7076.5 of the Business and Professions Code (State of California).

Section 3.05. EMPLOYER QUALIFICATIONS.

Any Employer desiring to become a party to this Agreement shall, before an Agreement is signed, supply all information on the application form on requirements stated below. Certain qualifications, knowledge, experience, and financial responsibilities are required of anyone desiring to be an Employer in the Sound Industry. An Employer who contracts for Sound Industry work is a person, firm, or corporation having these qualifications:

- a. Maintaining a permanent place of business other than his home. Employer's place of business shall be manned during working hours, or have some form of telephone answering service.
- b. An adequate financial status to meet payroll requirements.
- c. To remain an active Sound Contractor, a signator to this Agreement must continually maintain a permanent place of business and employ a Journeyman Sound Technician 75% of the time. If, for any given period of sixty (60) days or more they do not have this employee, their Agreement will be canceled upon thirty (30) days' written notice.
- d. Have and post a State Board of Equalization Resale License and a City Business License.
- e. All Sound Industry Employers must be in possession of a valid C-10 or C-7 State of California Specialty Contractor's License.
- f. No more than one member of a firm as designated shall be permitted to work with the tools at any time on work covered by this Agreement. Such working member of the firm (employer) shall have certain qualifications, knowledge, experience, and shall perform work only during the regular working hours under the terms of this Agreement, except in emergencies.

Section 3.06.

No member of the International Brotherhood of Electrical Workers, subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work. Any member possessing a C-7, C-64 or C-10 license, while employed under the terms of this Agreement, shall maintain same on an inactive status.

Exception: Any member of the International Brotherhood of Electrical Workers, subject to employment by employers operating under this agreement, may possess an active C-7, C-64 or C-10 license **IF** said member is working **EXCLUSIVELY** for his/her own company.

Section 3.07. SURETY.

It is agreed that all those signatory to this agreement including those with no additional employees besides themselves will post a surety bond or cash deposit in the amount of \$5,000.00 with the San Diego Electrical Industry Trust as surety for the foregoing, either in the form of cash or in the form of a surety bond. If said sum be posted in cash, it shall be deposited in a Trust Account usable for the purposes outlined below.

The bond shall provide that it may not be terminated without fifteen (15) days prior written notice to the Employer and the Local Union. The aforesaid cash or surety bond is specifically intended to assure

payment forthwith, to the extent of said cash or bond pursuant to monetary awards by any or all of the following agencies:

1. The Trustees of the San Diego Electrical Health and Welfare Trust.
2. The San Diego Employees Benefit Board for 3% Pension payments to the National Electrical Benefit Fund.
3. The San Diego Electrical Pension Trust.
4. The California State Labor Commissioner.
5. The San Diego Electrical Joint Apprenticeship and Training Trust. (See sample of form required of bonding company at end of Agreement.)

Each Employer is required to provide proof to the Electrical Industry Trust that their firm has a \$5,000.00 Surety Bond in effect. Any employer shall be released from the requirement of this section upon establishing a 60 month consecutive record of on time payments. The 60 month window will start again after one (1) untimely payment of wages or benefits.

(b) The Electrical Industry Trust and/or the Council on Industrial Relations, as the case may be, shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond directly to the affected employees and direct payments of delinquent fund contributions from the Bond directly to the Trustees of the affected funds or to their designated agents.

Section 3.08. HEALTH AND WELFARE.

- a. As of August 26, 2019 the Employer agrees to contribute Seven dollars and sixteen cents (\$7.16) per hour for each hour worked for all Journeyman Sound Technician employees working under the terms of this Agreement for coverage under Plan A of the San Diego Electrical Industry Health and Welfare Trust. Effective, June 2, 2025, the rate will increase to eight dollars and twenty-one cents (\$8.21) per hour from wage increase re-allocation. **Effective, January 1, 2026, the rate will increase to nine dollars and twenty-one cents (9.21) per hour from re-allocation from Pension.**
- b. As of August 26, 2019 the Employer agrees to contribute Six dollars and twenty cents (\$6.20) per hour for each hour worked for all Apprentice as employees working under the terms of this Agreement for coverage under Plan A of the San Diego Electrical Health & Welfare Trust, without the Plan C subsidy. Effective June 2, 2025, the rate will increase to seven dollars and twenty-five cents (\$7.25) per hour from wage increase re-allocation. **Effective, January 1, 2026, the rate will increase to eight dollars and twenty-five cents (\$8.25) per hour from reallocation from Pension.**
- c. Health & Welfare Benefit Maintenance: The Employer shall not be required to fund any increases in the contribution rate for any new plans or benefit improvements adopted by the Trustees or Union membership.

If the contribution rate to either plan is reduced during the term of this Agreement, one half (1/2) of the decrease shall revert to the employee's wage package and one half (1/2) of the decrease shall revert to the Employer.

d. If, at any time Health & Welfare Plan A is terminated and the requirements for contributions cease, one half (1/2) of the contribution rate shall revert to the employee's wage package and one half (1/2) of the contribution rate shall revert to the Employer.

e. **EMPLOYER REPORTS:**

1. Each Employer shall report monthly to the Trustees in writing upon the forms provided and mailed to him by the Trustees, the names of all his Employees, together with the total hours worked by each of said Employees during each month. The Employer shall include payment and such other information as may be properly required by the Trustees or carriers.

The Employer shall make separate reports for Apprentice Sound Technicians. The purpose of these separate reports is to accommodate the different contribution rates.

Each contribution to the Trust Fund shall be made promptly and in any event on or before the 15th day of the month following in which it accrued, on which date said contribution, if not paid in full, shall become delinquent.

The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Trust Fund is essential to the maintenance of these funds; therefore, any amount determined by the Trustees of such Trust Funds as liquidated damage shall be due and payable upon the day immediately following the date on which the contributions become delinquent.

2. The Trustees, to the extent provided for in the Trust, shall be entitled to and may file legal action for the collection of any and all contributions hereunder and in the event such action is maintained and filed, in addition to recovering of payments due and owing, liquidated damages and legal rate of interest, the Employers hereunder agree to pay all costs of such suit or suits, together with reasonable attorney fees.

3. Continued failure on the part of any Employer to make prompt payments of his contribution to the Trust or the failure to make the required reports and payment, shall be deemed to be a breach of the collective bargaining Agreement and the Employer shall be subject to the grievance procedure as provided for in this Agreement. The parties to this Agreement shall require the Employer to make any and all payments due or to become due by him under the terms of this Agreement.

Section 3.09. PENSION.

a. The Employer agrees to pay four dollars and seventy-five cents (\$4.75) per hour for each hour worked for all employees who are classified as Journeyman Sound Technician for coverage under the San Diego Electrical Pension Plan. Effective August 28, 2023, the new pension rate will increase to five dollars and seventy-five cents (\$5.75) from wage increase re-allocation. Effective June 2, 2025, the new pension rate will increase to six dollars (\$6.00) per hour from wage increase re-allocation. **Effective, January 1, 2026, the pension rate will be five dollars (\$5.00) per hour from re-allocation to Health and Welfare.**

The contribution rate for Apprentice Sound Technicians shall be the same percentage of the above amounts as their wage rate is a percentage of the Journeyman Soundman wage.

Example: **Apprentice Level 3** \$5.75 X 65 % = \$3.74 per hour worked.

1. Local Pension Contributions for Apprentice 1 and 2 will be \$0.05 per hour worked.

Upon ninety (90) days' notice, it is agreed that the Union has the right to assign any portion from existing wages for the purpose of increasing the pension contribution rate. An amendment shall be signed by the parties to this Agreement to implement any such action.

Employer Reports - The parties recognize and acknowledge that regular prompt payments to the San Diego Electrical Industry PENSION TRUST are essential. It shall be incumbent upon the Employer to make reports to the Pension Plan promptly and on or before the 15th day of the month following the month in which deductions were made. If not paid in full, it shall become delinquent.

Section 3.09. (b) ANNUITY.

Each signatory Employer shall provide payroll deduction services to its employees covered under the Collective Bargaining Agreement to permit voluntary employee contributions to a qualified 401K Plan adopted by the Board of Trustees appointed by the parties signatory to this Agreement.

Employer(s) shall not be obliged to make any contributions to such Plan and shall only be obliged to facilitate provisions to effect payroll deductions as may, from time to time, be set forth in the provisions of the Plan.

NECA and Local Union 569, IBEW agree to serve as sponsors of the Plan and to forthwith appoint Trustees, who, in turn, shall adopt a Declaration of Trust and a Plan with provisions which qualify for tax treatment under the provisions of Section 401K of the Internal Revenue Code.

Section 3.10. 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 his labor agreement.

Section 3.11. NATIONAL ELECTRICAL INDUSTRY FUND.

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

1. Twenty-five (25%) percent of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.
2. One hundred (100%) percent of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one 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 3.12. SAN DIEGO ELECTRICAL JOINT APPRENTICESHIP AND TRAINING TRUST.

- a. Each signatory Employer shall make monthly contributions beginning, into the Joint Apprenticeship and Training Trust Fund in the amount of eighty- seven cents \$0.87 per hour for each hour worked by each employee covered by the terms of this Agreement. Contributions shall be paid monthly on an approved transmittal form by the fifteenth (15th) of the following month.

The parties agree the additional contributions will be utilized specifically to fund curriculum development for Sound Industry. The JATC shall determine the availability and need of Sound Industry classes each semester. It is agreed that a Joint Sound Apprenticeship & Training Committee established as part of this Agreement will meet monthly to review the status of the Apprentice Training courses. The Committee shall be composed of three (3) members from each party.

- b. The Standard National Apprenticeship language is adopted as part of this agreement in Article IV, with a 4th year addition and a ratio of one apprentice to one journeyman.

Section 3.13 DUES DEDUCT.

a. Effective June 1, 2005 the Employer agrees to deduct, from the employee's wages, any working dues which have been established by the Local Union 569 Bylaws.

This amount is to be remitted on the same report form as the Health and Welfare and Pension. The Trust Office shall remit the amount to Local Union 569 as soon as practical but in no case later than the 30th day of the month in which it was received. Said deduction shall only be made with written authorization by the employee.

b. Effective July 1, 2011, the employer agrees to deduct and transmit to the International Brotherhood of Electrical Workers Local 569 Committee on Political Education an amount of \$0.10 each hour from the wages of each employee who voluntarily authorizes such contributions on the form provided by IBEW Local 569.

Section 3.14 ELECTRICAL MANPOWER DEVELOPMENT TRUST.

Each signatory employer shall make monthly contributions into the San Diego Electrical Manpower Development Trust (EMDT) in the amount of \$0.03 per hour worked.

ARTICLE IV **APPRENTICESHIP AND TRAINING**

Section 4.01.

There shall be a joint apprenticeship and training committee of three (3) members representing the Employer, and three (3) members representing the Union. This committee shall, in conformity with the National Apprenticeship and Training Standards for the electrical industry, make local rules and requirements governing the selection, qualifications, education and training of all apprentices.

a. All matters involving apprenticeship and training shall first be acted upon by this committee before being submitted to the parties of this Agreement.

b. This committee shall have full power to act on matters pertaining to transferring apprentices from one shop to another, in order to provide diversity of training, or work opportunities.

c. The Committee is authorized to indenture a total number of apprentices not to exceed a ratio of one apprentice to three (3) Journeyman Sound Technicians who are normally employed under the terms of this Agreement. An individual Employer shall employ only indentured apprentices secured from the Committee. The Committee will determine whether or not an individual Employer with one, two or any number of Journeyman Sound Technicians is entitled to an apprentice, but no Employer is guaranteed any number of apprentices.

The Committee shall allow each qualified Employer a ratio of one (1) apprentice plus one (1) to one (1) Journeyman Sound Technicians when indentured apprentices are available. Such ratio shall apply on any job.

d. An apprentice is to be under the supervision of a Journeyman Soundtech at all times. This does not imply that the apprentice must always be in sight of a Journeyman Soundtech. Journeyman 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 employers 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 two years of related classroom training using the ETI curriculum and accumulated a minimum of 3,200 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site under daily Journeyman or Foreman supervision.

Apprentice ratio is not to exceed one (1) apprentice plus one (1) per one (1) Journeyman Sound tech.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise work, or any other employee.

Apprentices who have satisfactorily completed the first 3 years of related classroom training using the ETI curriculum and accumulated a minimum of 4,800 hours of OJT with satisfactory performance, shall be permitted to work alone on any jobsite and receive work assignments in the same manner as a Journeyman Sound Technician.

ARTICLE V UNION SECURITY

Section 5.01.

All employees covered by this Agreement, shall, as a condition of their continued employment, become and remain members of the Union on or before thirty-one (31) days after the signing of the Agreement. Any individual who becomes an employee of the company for the purpose of installing and maintaining the equipment covered by this Agreement, after the signing of this Agreement shall, as a condition of employment, become a member of the Union on or before thirty-one (31) days after his date of employment.

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 Local Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 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.

GROUP I All applicants who have completed the IBEW Communications Apprenticeship Program or has passed Journeyman Sound and Communications examination by a duly constituted Local Union of the IBEW, has four or more years experience in the communications industry as a Journeyman and is a resident of the geographical area constituting the normal labor market of the Local Union.

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

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

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

Section 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 hours (48) 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. Experience in the trade is defined as performing work covered by the Scope of this Agreement.

Section 6.09. "Normal construction labor market" is defined to mean the geographical area as depicted in the local union agreements plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured. The geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the agreement applies.

Section 6.10. “Resident” means a person who has maintained his/ her permanent home in the normal commute area of the Local Union for a period of not less than one year or who, having had a permanent home in this area has temporarily left with the intention of returning to this area as his permanent home.

Section 6.11. An applicant who is hired and who receives, through no fault of his own, work of less than five (5) days or less shall upon registration be restored to his appropriate place within his GROUP.

Section 6.12. The Local Union shall maintain an “out of work list “which shall list the applicants within each GROUP in chronological order of the dates they register their availability for employment.

Section 6.13. An applicant who is hired and who received, through no fault of his own, work of forty (40) hours or less shall, upon registration, be restored to his appropriate place within his GROUP.

Section 6.14. Employers shall advise the Business Manager of the local Union of the number and classification of applicants needed. The Business Manager shall refer applicants to the Employer by requested classification in the order of their place on the “out of work list”. Any applicant who is rejected by the Employer shall be referred to other employment in accordance with the position of this GROUP and his place within his GROUP.

Section 6.15. The only exceptions which shall be allowed in this order of referral are as follows: 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.

Section 6.16. An Appeals Committee is hereby established composed of one (1) member appointed by the Local Union, one (1) member appointed by the Local NECA Chapter and Public Member appointed by both members.

Section 6.17. It shall be the function of the Appeals Committee to consider any complaint of any employee arising out of the administration by the applicable Local Union of Sections 6.04 through 6.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the applicable Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but 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 6.18. A representative of the applicable local NECA Chapter designated to the Union in writing shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 6.19. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the office of the applicable Local Union and in the offices of the Employers who are party to this agreement.

Section 6.20. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

ARTICLE VII **HOURS OF WORK, OVERTIME AND HOLIDAYS**

Section 7.01. HOURS OF WORK.

- a. A normal work day is eight (8) consecutive hours of work between 6:00 a.m. and 6:00 p.m. with not more than one (1) hour or less than one-half (1/2) hour for a lunch period. A single shift of eight (8) consecutive hours between 6:00 o'clock a.m. and 6:00 o'clock p.m. may be established by the Employer. Verbal notification to the Business Manager of the Union shall be given prior to commencing work, with written confirmation by the Employer to follow unless otherwise permitted in this Agreement.
- b. The work week shall consist of forty (40) hours within five (5) consecutive days, Monday through Saturday. An exception to this Section is time worked on Saturdays following the legal holidays (recognized under this Agreement) which fall on Monday, shall be paid at 1 1/2 times (1 1/2X) the regular hourly rate of pay.
- c. The employer, with twenty-four (24) hours' notice to the Union, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, with one-half (1/2) hour allowed for a lunch period. After ten (10) hours in a work day, or forty (40) hours in a work week, overtime shall be paid at a rate of one and one-half (1 1/2X) times the regular rate of pay.
- d. Each Employer shall post in his place of business a notice specifying a day as the weekly pay day for all employees covered by this Agreement.
- e. **BEAT THE HEAT.** During the months of June 15 through September 15, because of high temperatures in the area, the starting time of the normal eight (8) hour workday may be varied by the Employer. During June 15 through September 15, to beat the heat the earliest starting time permitted shall be 5:00 a.m. This clause shall be applicable to Imperial County only.

Section 7.02 SHIFT WORK.

- 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:
- b. 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 the regular hourly rate of pay for all hours worked.
- c. 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.
- d. 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.
- e. The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

f. 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 with the customer's work schedule. However, any such adjustment shall last for at least a five (5) consecutive day duration unless mutually changed by the parties to this Agreement.

g. 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.

h. There shall be no pyramiding of overtime rates and double (2X) the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 7.03. MODIFIED SHIFT.

a. The Employer may modify the employee's regular shift, as defined in Article VI, Section 6.01 when required by the customer, for the performance of specific types of work.

Work covered by this modified shift includes any maintenance, retrofit, remodeling, tenant improvement, or repair work where the customer requires such work to be performed outside the regular shift hours. The Business Manager of the Union or designated Business Representative and all employees affected by the modified shift must be notified a minimum of forty-eight (48) hours in advance of the beginning of such a shift, except in cases of extenuating circumstances. Work may commence in less time with approval of the Business Manager. A written notice containing customer shift requirements must follow verbal confirmation.

b. This modified shift may be used Monday through Friday only for a maximum of four (4) days on any one job site. Employees shall not be permitted to work more than one (1) eight (8) hour straight time shift in any twenty-four (24) hour period.

c. All overtime shall be per Article VI, Section 6.04. Shift work of five (5) consecutive days or more duration shall be performed under Article VI, Section 6.02.

Section 7.04. OVERTIME AND HOLIDAYS.

a. Time and one-half (1 1/2X) times the regular straight time for all hours Monday through Friday for the first four (4) hours after the straight time shift, and on Saturdays for eight (8) hours.

b. Double (2X) the regular straight time rate shall be paid for all hours Monday through Friday after twelve (12) hours, and after eight (8) hours on Saturday, all hours on Sunday and listed Holidays.

c. Double time (2X) shall be paid for actual time worked on the following legal holidays:

New Year's Day	Veterans' Day	Memorial Day
President's Day	Fourth of July	Labor Day
Thanksgiving Day	Friday after Thanksgiving	Christmas Day

d. If any of these days fall on Sunday, the following Monday shall be considered the Holiday. If Christmas or New Year's falls on Saturday, the Friday preceding will be considered the Holiday. Other Holidays which fall on Saturday shall be celebrated on that day.

Employees shall be allowed to take Martin Luther King's birthday and Cesar Chavez's birthday as a personal holiday to recognize their contribution to organized labor. Employees must give notice in the prior week if work is to be missed. No employee will be penalized for taking this time off of work. If work is performed on this day, it will be paid at the regular rate of pay.

e. LABOR DAY. No work shall be performed on Labor Day except to protect life or property.

Section 7.05. CALL-IN AND REPORT TIME.

a. When employee(s) report to a job on time as directed and does not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive a minimum of two (2) hours' pay.

b. An employee shall receive a minimum of one (1) hour at the proper overtime rate for service calls performed other than during regular work hours when called back to work. Any employee called to work on an overtime day shall be paid a minimum of two (2) hours' pay at the proper overtime rate, unless leaving of his own volition.

c. Any employee being laid off or terminated by the Employer after having worked less than four (4) hours shall receive pay for four (4) hours and if laid off or terminated after working more than four (4) hours, he shall receive pay for eight (8) hours.

d. LAY OFF PAY. Any employee being laid off, must be notified at least one (1) hour previous to the layoff, and shall be paid the hourly rate for time necessary to collect his possessions and terminate.

e. TERMINATION SLIPS. When employees are terminated, they shall be given a termination slip stating the reason for such termination. These slips shall be furnished by the Union in quadruplicate with a copy forwarded to the Local Union Office and NECA Office. No discriminatory action will be taken by the Union against the Employer or his supervisors for recording the reasons for termination.

ARTICLE VIII **-WAGES-RESPONSIBILITY**

Section 8.01. This section intentionally left blank.

Section 8.02. WAGES. Wages for the various classifications shall be as follows:

Journeyman Sound Tech-

June 1, 2023- Current rate \$38.78 per hour.

August 28, 2023- Wage Increase of \$3.00 per hour. *(\$1.00 will be re-allocated to Pension)

June 3, 2024- Wage Increase of \$3.00 per hour.

June 2, 2025- Wage Increase of \$2.75 per hour. *(\$1.05 to H&W, \$0.25 to Pension)

*Any portion of the scheduled wage increase(s) can be allocated to the existing fringe benefit fund(s) at the option of the Local Union upon 90 days' notice.

Apprentices: Apprentices shall be paid not less than the following percentages of the Journeyman Sound Technician's rate:

1st six months =	65%	5th six months =	85%
2nd six months =	65%	6th six months =	85%
3rd six months =	75%	7th six months =	90%
4th six months =	75%	8th six months =	90%

Effective for apprentices placed on Pool of Eligibles after June 1, 2023:

1st six months =	55%	5th six months =	75%
2nd six months =	55%	6th six months =	75%
3rd six months =	65%	7th six months =	85%
4th six months =	65%	8th six months =	85%

PREVAILING RATE: Maintenance of prevailing rate throughout the project. It is agreed that on all projects, which begin on or after August 23, 1988, and which are funded by Federal, State or Municipal Agencies and have prevailing wage rates posted, the Employer, for the length of the project, shall be required to pay only the rate posted by the governmental authority. This rate is generally known as the "Prevailing Wage Rate".

Section 8.04. RESPONSIBILITY.

a. A Journeyman employee shall be responsible for proper workmanship. Cases of improper workmanship shall be reported to the Union. A Journeyman shall be required to correct improper workmanship on his own time, if, after investigation, he shall be so notified by the Union. Any dispute over this provision shall be settled by the Labor-Management Committee. Their decision shall be final and binding.

b. An employee shall be responsible for furnishing his/her pocket tools and shall be responsible for all other tools issued by the Employer. Journeyman employee furnished tools shall consist of:

Note: This Section (b) shall be applicable to all employees except First and Second period apprentices.

Appropriate Size Tool Belt; Wire Strippers; Hammer; minimum 6" Lineman's Pliers; Awl or Scribe; Tongue and Groove Pliers; Needle Nose Pliers; Adjustable Wrench; Flashlight; Knife, Diagonal Pliers; Allen Wrench Set; Files; Keyhole Saw; Soldering Pencil; Hacksaw; Nut Driver Set; Tin Snips; Multi-Meter; Pocket Level; Center Punch; Screwdrivers or Multi Screwdriver (Phillips and Conventional); Industrial Grade Battery-Operated Drill (may be carried by the employee but shall not be a condition of employment), Inductive Wand (Journeyman Sound Technician only), Portable Noise Generator (Wobbler) (Journeyman Sound Technician only), Punch Down Tool and Hand Driver Tap Tool (Multi Tap).

Pocket Tools for First and Second period Indentured Apprentices:

Appropriate size Tool Belt, Flashlight, Wire Strippers, Keyhole Saw, Screwdrivers or Multi Screwdriver (Phillips and Conventional), Pocket Level, minimum 6" Linemen Pliers.

ARTICLE IX **GENERAL**

Section 9.01. MILEAGE AND EXPENSES

- a. No Employer shall require an employee or potential employee to have a vehicle as a requirement of employment. No employee shall be subjected to coercion, pressure or threats from his Employer or his agent designed or intended to relate his/her employment to the employee providing a personal vehicle for use in transporting Employee tools and/or material.
- b. No workman shall use his own vehicle in a manner considered to be unfair to other workmen. The Employer shall not contract with workmen to lease or rent the employee's vehicle for use in the interests of the Employer's business. Further, workmen shall not transport Employer's materials, tools or ladders except in Employer's vehicles.
- c. When driving from job to job and not transporting Employer tools and/or material, he/she shall be reimbursed at IRS rate established year to year per mile for each mile driven.
- d. Nothing in this Section shall prevent workmen from using Employer's vehicle for travel between the workman's residence and the jobsite on the workman's own time, but workmen shall not use any Employer vehicle in a manner detrimental to the best interest of the Union or Employer nor in violation of the terms of this Agreement.
 - (1) In Coronado, which it is understood extends to and includes North Island and southward down the Strand to the southern extremity of the California State Park, an allowance to cover bridge charges shall be paid if and when such are a necessary travel expense. Bridge toll fees shall be reimbursed at the applicable bridge toll rate.
- e. Employees shall be reimbursed for mileage (when using personal vehicles for Company business) and living expenses while on Company business. Mileage shall be reimbursed at the applicable IRS mileage rate per mile for each mile driven. Living expenses shall be reimbursed based upon reasonable documented costs submitted to the Employer.

When an employee is transferred to a job across the county line [Imperial County to San Diego County] or vice versa and must travel in his/her own vehicle, employee shall be reimbursed at IRS rate established year to year per mile for each mile driven.

f. Parking: Contractor will provide paid parking for Apprentices Level 1 and Level 2 only at 50% of documented (receipts) parking expenses in the 92101 zip code (downtown) only, to a maximum of fifteen (\$15.00) dollars per day.

Section 9.02. FOREMAN AND GENERAL FOREMAN.

a. Any Employer using six (6) or more employees on any job shall designate one (1) as Foreman to supervise the work of the others (all Journeymen and Apprentices) and shall pay him a Foreman rate equal to 1.113X Journeyman Technician wage and all Foreman shall have a California State Certification within twelve (12) months of dispatch or the start of a new contract whichever comes last. The number of General Foreman shall be left to the discretion of the Contractor; however, a General Foreman shall be non-working except in emergencies. The General Foreman may work with tools when there are not more than four (4) Sound employees on the job. This will not be construed to prohibit the delivery of materials by the General Foreman. General Foreman shall be paid 1.226 x JST wage.

b. When the Employer desires to employ a particular qualified GROUP I applicant by name, whom immediately upon employment he will assign as FOREMAN. The Employer will notify the dispatcher twenty-four (24) hours in advance in writing of such request. The dispatcher upon receiving such request shall refer the applicant provided his name appears on the "Out of Work List" of the highest priority and further provided that said qualified GROUP I applicant shall have worked as a Journeyman in the geographical jurisdiction of the Local Union at least two (2) years in the last four (4) years in order that he will be familiar with local codes, ordinances and safety procedures.

A maximum of one (1) applicant only may be called out by name per job site under the provisions of this item.

When an employee is called out as a Foreman, the employee must remain as a Foreman for 1,000 hours or must receive a reduction in force.

Section 9.03. STEWARDS.

a. Stewards may be appointed in any and all shops and jobs and the Union shall notify the Employer, in writing, the name of any Steward so appointed.

b. Stewards may be appointed by, may be removed by, are subject to the authority of and shall report to the Business Manager.

c. Employers shall have the right to discharge a Steward, but discharge shall not take place until after the Business Manager has been given forty-eight (48) hours' notice, which shall be confirmed in writing.

d. Disagreement on lay off shall be subject to the grievance provision of this Agreement.

e. If the Business Manager so desires, a personal meeting may take place between the Business Manager or his representative and the Employer within this forty-eight (48) hour period.

Section 9.04. UNION DISCIPLINE.

The Union reserves the right to discipline its members for violations of its laws, rules and agreement. The Employer reserves the right to discharge or otherwise discipline any employee for just cause and to report to the Union any violations by the employee of any of the terms of this Agreement.

Section 9.05. UNION ACCESS.

- a. The Union has the right to visit the Employer's place of business during normal business hours to inspect the books of the Employer dealing with timekeeping, payroll, and expense records applying to the employees covered by this Agreement. The Union has the right to require members to produce proof of pay and recompense so that the Union may determine adherence to the rules and terms of this Agreement. The Union will furnish a report of such investigations the next Labor-Management meeting.

- b. The Union shall pro-actively police its jurisdiction to see that all Sound Industry work is performed in accordance with the terms of this agreement.

Section 9.06. DRUG ABUSE ENABLING LANGUAGE.

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

ARTICLE X **NO STRIKE OR LOCKOUT**

Section 10.01.-This section intentionally left blank.

ARTICLE XI **NATIONAL LABOR MANAGEMENT COOPERATIVE FUND**

Section 11.01. 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 communication between representatives of labor and management;

- 2) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 3) To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and 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 11.02. The Fund shall function in accordance with, and as provided in, it's 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 11.03. 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. The San Diego Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 11.04. 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 (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment, together with attorneys' fees.

ARTICLE XII LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 12.01. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. § 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. § 186(c) (9). The purposes of this fund include the following:

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

Section 12.02. The fund shall function in accordance with, and as provided in, it's Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 12.03. Each employer shall contribute ten cents (\$.10) per hour for each hour worked by each employee covered by this Agreement. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The San Diego Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 12.04. 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 (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XIII NONDISCRIMINATION & SEPARABILITY CLAUSE

Section 13.01.

It is the continuing policy of the Employer and the Union that provisions of the Collective Bargaining Agreement shall be applied to all employees without regard to race, sex, age, color, religious creed or national origin.

Section 13.02.

- a. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision 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.
- b. This Agreement may be amended or changed by negotiations by mutual agreement of both parties.
- c. In Witness Whereof, the parties hereto have executed this Agreement the day and year first above written, unless otherwise dated following signature. Subject to approval by the International President, International Brotherhood of Electrical Workers.

SIGNED: This date _____, 2023.

SAN DIEGO COUNTY CHAPTER
NECA (SOUND INDUSTRY)

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS – LOCAL UNION 569

Andrew Berg, Executive Manager

Jeremy Abrams Business Manager

Clint Morgan, President

Joel Basore, President

