

**Southern California**

**9th District Sound & Communications Agreement**

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

By and Between

**International Brotherhood of Electrical Workers**

And

**National Electrical Contractors Association**

**December 1, 2004 to November 30, 2007**

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Agreement by and between the signatory NECA Chapters and signatory IBEW Local Unions.

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

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

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

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

## SCOPE

**I.** The work covered by this Agreement shall include the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

**A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS**

1. Background-foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse call systems
5. Radio page systems
6. School intercom and sound systems
7. Burglar alarm systems
8. Low-voltage master clock systems
9. Multi-media/multiplex systems
10. Sound and musical entertainment systems
11. RF Systems
12. Antennas and Wave Guide
- 13.

**B. FIRE ALARM SYSTEMS \***

1. Installation, wire pulling and testing

- C. TELEVISION AND VIDEO SYSTEMS
  - 1. Television monitoring and surveillance systems
  - 2. Video security systems
  - 3. Video entertainment systems
  - 4. Video educational systems
  - 5. Microwave transmission systems
  - 6. CATV and CCTV
  
- D. SECURITY SYSTEMS
  - 1. Perimeter security systems
  - 2. Vibration sensor systems
  - 3. Card access systems
  - 4. Access control systems
  - 5. Sonar/Infrared monitoring equipment
  
- 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 and Remote Control Systems
  - 10. Fiber Optic Data Systems
  
- F. The parties to this agreement recognize that the Scope of Work in this Agreement is subject to local addendum; especially in the areas of integrated energy management and life safety systems.
  
- G. This will serve to clarify that the following items are included within the scope of work permitted under this Addendum when such items are used exclusively for non raceway systems: J-hooks; Teardrops; Trapezes (ceiling wire with horizontal support); Interduct for VDV on occupied job sites only.

**II. This Agreement specifically excludes the following work:**

- A. **Raceway systems** are not to be installed under the terms of this Agreement.
  
- B. **Energy Management systems** are not to be installed under the terms of this Agreement
  
- C. **Life Safety systems** are not to be installed under the terms of this Agreement, unless the parties in an area signatory to the Addendum mutually agree that the Sound and Communications portion only of a Life Safety System may be performed under this Agreement.

- D. **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.
- E. **\*Fire alarm systems** when installed in raceways (including wire and cable pulling) shall be performed at the equivalent current Inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen when either of the following two (2) conditions apply:
  1. The project involves new or major remodel Building construction.
  2. The conductors for the fire alarm systems are installed in conduit.

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

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

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

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

**MANAGEMENT REPRESENTATIVES**

**LABOR REPRESENTATIVES**

- 2 Communication Contractors
- 2 Electrical Contractors
- 2 NECA Chapter Managers

- 2 Senior Technicians
- 2 Electricians
- 2 IBEW Business Managers

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

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

**BASIC PRINCIPLES**

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

**ARTICLE I**  
**Effective Date/Changes/Grievances/Disputes**

**Section 1:01** This Agreement shall take effect December 1, 2004, and shall remain in effect until November 30, 2007, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.

**Changes**

**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 ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of Council on Industrial Relations may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decision shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this agreement shall be handled in the same manner as a proposed change.

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

**Grievances / Disputes**

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

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

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

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

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

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

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

## ARTICLE II Employer Rights -- Union Rights

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

- (a) Employees, except those meeting the requirements of "Employer" as defined herein, shall not contract for any work as set forth under the "Scope of Work" of this Agreement.
- (b) Any employee, working under the terms of this Agreement, holding an active contractor's license covering the Scope of Work as set forth in this Agreement, shall inactivate their license in accordance with State Law.
- (c) The Union will not sign any non-electrical or non-VDV contractors to this Agreement.

**Section 2:02** The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the Collective Bargaining Agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

**Section 2:03** For all employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance with a company authorized to do business in the State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed.

**Section 2:04** (a) The employer agrees that if a majority of its employees authorizes the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the exclusive collective bargaining agent for all employees performing communication/electronic work within the jurisdiction of the Local Union on all present and future job sites.



(b) The Employer understands that the Local Union's jurisdiction, both trade and territorial, is not a subject for negotiations but rather is determined solely within the IBEW by the International President, and therefore, agrees to recognize and be bound by such determination.

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

**Section 2:06** Free movement of men is allowed throughout any of the signatory Local Union jurisdictions. On all jobs exceeding one (1) day in duration, the Employer shall notify the Local union in whose jurisdiction he will be working, in writing or by fax, prior to starting a job, the location of the job, and the names and social security numbers of the employees to be sent in. Approved forms will be provided by the Union. The representative of the Union, either in the area where the work is being performed or in the areas where the contractor' shop is located, shall have the authority to inspect the individual Employer's payroll and associated work records as to time and pay of an employee, if the question arises. The rights covered by this Section are not automatic, but are contingent upon compliance with the proper notification contained herein.

**Section 2:07** A signatory Employer shall not perform work as an installer and/or technician except one (1) designated member of a firm (Employer) shall be permitted to work with the tools at any time on work covered by this Agreement. Such working member of a firm (Employer) shall work under all the terms and conditions of this Agreement. The firm shall have one (1) installer and/or technician not a member of the firm employed under the terms of this Agreement at all times. Avoidance of the intent of this section shall not be permitted by the pretense of ownership of the business by an immediate member of the family. Nothing contained in this section shall be construed to prevent any Employer from performing work during emergencies for the protection of life or property or working up to four (4) hours each day on service, repair calls, and checking and inspecting.

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

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

**Section 2:10** (a) It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee, for an employee to refuse to cross or work behind a picket line which is sanctioned by the Building Trades Council, the Central Labor Council or the Local Union.

(b) Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner.

Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision, but only when, a safe place is provided by the Employer.

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

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

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

Leather Pouch	Hammer
Channel Locks 7" -720	*Spintite Set
Flashlight	Pocket Level, torpedo 6" or 8"
Screwdriver, Stubby	Awl or Scribe
Screwdriver, 5" Blade	Wrench, Adjustable Crescent 6"
Screwdriver, 8" Blade	**Allen Wrench Set
Screwdriver, Phillips	Wire Stripper
sizes 0 & 1	Vise grips
Pliers, Side cutters, 8"	T & B Crimp-on-tool
Punch-on-tool	Tri-tap with changeable tap
Multi-meter (Micronta 22-0270 or equal)	12' x 3/4" tape measure (min)
Large and Small diagonals (6" and 4")	Center Punch
Large and Small needle nose pliers (6" and 4")	Dry wall saw
* Sizes - 3/16", 1/4", 5/16", 3/8", 7/16", 1/2"	
** Sizes - .050", 1/16", 5/64", 3/32", 7/64", 5/32", 3/16", 7/32", 1/4", 5/16"	

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

**Section 2:12** All employees covered by the terms of this Agreement shall be required to become members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

#### **Annulment/Subcontracting**

**Section 2:13** The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the I.B.E.W., other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical / electronic work to any person, firm, or corporation not recognizing the I.B.E.W., or one of its Local Unions as the collective bargaining representative of his employees on any electrical / electronic work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building structure, or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

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

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

**ARTICLE III  
Hours/Wages/Working Conditions**

**Section 3:01** Eight (8) consecutive hours work between the hours of 6:00 A.M. and 6:00 P.M. (excluding a meal period of not less than one-half (1/2 hour) shall constitute a work day. Forty (40) hours within five (5) consecutive days, Monday through Friday, shall constitute the workweek.

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

(b) All employees requested to be available on call after regular hours, or on Saturday, Sunday and holidays shall receive wages at the following rate: Twenty-five Dollars (\$25.00) per day or applicable wage rates if required to work, with a minimum of two (2) hours' pay.

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

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

(e) When workmen report and are put to work, they shall receive pay for a minimum of four (4) hours and shall remain on the job unless directed otherwise by the Employer.

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

**Section 3:02** (a) All work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the regular straight time rate. Sundays and the following holidays shall be paid at double the straight time rate of pay:

- |                                   |                            |
|-----------------------------------|----------------------------|
| Memorial Day (Last Monday in May) | Fourth of July             |
| Labor Day                         | Veterans Day (November 11) |
| Thanksgiving Day                  | Day After Thanksgiving     |
| Christmas Day                     | New Year's Day             |

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

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

**Section 3:03** Wages and fringes.

(a) Wages shall be paid weekly by payroll check no later than quitting time on Friday, and not more than three (3) days wages may be withheld at that time. Pay day will be the same as the contractor's home office. Any workman laid off or discharged shall be paid his wages immediately. In the event he is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made. The Employer will either pay the workman at the job site during regular working hours or allow him sufficient time during regular working hours to report to the shop to receive his pay check. The Business Manager, shall have the right to visit the Employer's place of business during any working hours to inspect the time cards and/or payroll records of the employees covered by this Agreement.

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

(c) **SOUND WAGE RATES**

- (i) Year one \$.90 wages
- (ii) Year two \$.70 wages \$ .20 H&W 12/5/05
- (iii) Year three \$.65 wages \$ .20 H&W 11/27/06
- (iv) Year three \$.05 apprenticeship contribution 11/27/06

Total Package increase	\$ 0.90	\$ 0.90	\$ 0.90
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EFFECTIVE DATE:	11/29/04	12/5/05	11/27/06
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Wages Per Hour		*	*
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Communications and Systems Installers	\$23.08	\$23.78	\$24.43
Communications and Systems Technicians	\$24.88	\$25.58	\$26.23
Communications and Systems Foreman	\$27.37	\$28.14	\$28.85
Journeyman Sound Electrician (Los Angeles)	\$25.88	\$26.58	\$27.23

\* Allocation notification, to the employers, shall be at least 45 days prior to December first.

Foreman - Shall be designated at the sixth (6<sup>th</sup>) man on any job. Shall be paid Technicians rate plus 10%. Foremen shall supervise a maximum of nine (9) installers or a maximum crew size of twenty-seven (27) workmen.

Leadmen - With the third (3rd) Installer and/or Technician employed on any job one is to be designated as Leadman and shall receive pay at \$1.00/hr. over the highest paid classification working on the job for his Employer.

**APPRENTICES**

The following percentages of Communications and Systems Installer Wage rates shall be applicable:

Apprentices indentured prior to 12/1/02

Period	Job Hours	Percentages
1 <sup>st</sup>	0 - 1500	50%
2 <sup>nd</sup>	1501 - 3000	60%
3 <sup>rd</sup>	3001 - 4500	70%
4 <sup>th</sup>	4501 - 6000	85%

All apprentices indentured between 12/1/02 and 11/29/04

Period	Elapsed Time	Job Hours	Percentage	Related Training
1 <sup>st</sup>	6 months	0 - 800	50%	Satisfactory Progress
2 <sup>nd</sup>	6 months	801 - 1600	55%	1 <sup>st</sup> year school completed
3 <sup>rd</sup>	6 months	1601 - 2400	60%	Satisfactory Progress
4 <sup>th</sup>	6 months	2401 - 3200	65%	2 <sup>nd</sup> year school completed
5 <sup>th</sup>	6 months	3201 - 4000	70%	Satisfactory Progress
6 <sup>th</sup>	6 months	4001 - 4800	85%	3 <sup>rd</sup> year school completed

All apprentices indentured after 11/29/04

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

To be advanced, the apprentice must have satisfactorily completed all requirements: Elapsed Time, OJT Accumulative Hours and Related Training as indicated above.

[Example: To be promoted to fifth period, one must have served at least six months as a fourth period apprentice, accumulated a minimum of 3200 hours of OJT and satisfactorily completed the second year of related training.]