June 1, 2026 – May 31, 2029

INSIDE WIREMAN'S AGREEMENT

Between

Orange County Chapter

National Electrical Contractors Association, Inc.

and

Local Union No. 441

International Brotherhood of Electrical Workers

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AGREEMENT

Agreement by and between the Orange County Chapter, National Electrical Contractors Association and Local Union 441, International Brotherhood of Electrical Workers. It shall apply to all firms who sign a letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the Orange County Chapter, National Electrical Contractors Association and the term "Union" shall mean Local Union 441, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

The parties agree that all references in this Agreement to "man," "men," "workman," "he", "him," "himself," "his" or similar gender-specific terms are intended to be inclusive and shall be interpreted to apply equally to all persons covered by this Agreement, regardless of gender, gender identity or gender expression. Such terms are used for convenience only and shall not be construed to exclude or limit the application of any provision of this Agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the 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:

SCOPE OF WORK

ELECTRICAL - ELECTRONIC WORK

This agreement covers the installation, construction and maintenance of any electrical system that is covered by the National Electrical Code. The contractor and the workers employed under the terms of this agreement shall perform the following work: The handling and moving of all electrical or electronic material, equipment, apparatus or appliances; install all raceways; temporary or permanent whether inside, outdoors, underground, concealed, surface or overhead, and poles specifically used to support electrical fixtures or equipment. Raceways are to include any enclosed metallic or nonmetallic materials designed expressly for holding electrical wires, cables or bus bars. The installation of bonding and grounding systems, current carrying conductors, fiber optic conductors, photo-voltaic systems, cables, pull ropes or wires and the operation of equipment to install such; all electrical or electronic construction and erection work; installation and connecting of motors, generators, all fixtures, area light diffusing systems, appliances, and electrical maintenance thereon. The work shall also include such work as installing new light bulbs and lamps, ballasts, adjusting, focusing or refocusing or operation of any permanent or temporary flood lighting systems, including parking lot lighting. Installation of all electrical and electronic equipment, electronic systems, communication systems with all related control wiring and devices, up to and including the final running test and any related instrumentation work or radiation monitoring under the prevailing scale. Such work as welding, burning, brazing, bending, drilling and shaping of all copper, channel iron, angle iron, I beams and brackets to be used in connection with the installation and erection of electrical wiring or equipment. The installation of chasing and channeling necessary to any electrical or electronic work, the installation and maintenance of all temporary wiring and of all electrical lighting, heating and power equipment. The cutting, threading, bending of all conduit by hand or machine and installation of such conduit. The work also covers the installation of street lighting, traffic signals and intelligent transportation systems and all associated work.

MAINTENANCE AND TEMPORARY WIRING

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

the installation and maintenance of temporary wiring and the installation and maintenance of all electrical lighting, heat and power equipment.

Routine Maintenance and Repair; including replacing existing electrical, electronic systems, equipment, appliances, lighting fixtures and lamps. No new additions to existing facilities or improvement of previously unimproved space shall be covered. The Routine Maintenance and Repair shall not be applicable in any plant or facility, which has a maintenance agreement with the IBEW.

Journeyman Maintenance Electrician: May perform all Routine Maintenance and Repair.

CABLE SPLICING
All work of joining, splicing and insulating and the placing of the flameproof covering, where wiped lead joints are necessary shall be performed by Cable Splicers. Journeymen only shall be used in assisting Cable Splicers. Cable Splicers shall not be required to work on wires or cables when the difference in potentials is over three hundred (300) volts between any two (2) conductors or between any conductor and ground unless assisted by another Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of four hundred (400) volts.

When using stress cones and shields with all synthetic cables regardless of voltage when shielded, the splicing and connecting thereto will be done at the Cable Splicers' rate set forth in this Agreement. The Employer will determine the necessity for a Cable Splicer helper when needed. This is in addition to the foregoing paragraph and should not alter it in any way.

When two (2) or more Cable Splicers are working under the conditions of the above paragraph, one shall be designated as Foreman. The Cable Splicer Foreman may work until a total of four (4) Splicers including the Foreman are employed.

PRE-FAB
When pipe cutting and threading machines are used under the terms of this Agreement on the job or in the shop, the cutting and threading of all conduit and the pre-fab of all materials to be installed other than catalogued-manufactured component parts shall be performed by workmen employed under the terms of this Agreement.

HANDLING MATERIAL
The handling and moving of all electrical material, equipment and apparatus shall be performed by workmen employed under the terms of this Agreement.

POWER EQUIPMENT
Workmen covered under the terms of this Agreement shall operate any and all power equipment necessary to install the electrical work only.

Installation, erection, maintenance and repair work, including the moving, lifting, and placing of electrical motors, generators, material, equipment on the job site or in the shop shall be done by workmen covered under the terms of this Agreement. This shall be understood that any and all power equipment necessary to move, handle and install said electrical equipment shall be operated by workmen who are covered under the terms of this Agreement.

WELDING
Welding on electrical work shall be done by workmen who are covered under the terms of this Agreement and they shall receive Journeyman wages. Said welders to be certified if available.

SOUND WORK
Sound work, public address work, background work, animation work, radio and TV installation regardless of voltage or wattage, to come under the scope of this Agreement at the Journeyman Wireman rate of pay

while on building and construction trade jobs. This shall also include the installation, maintenance and repair of electronic, x-ray, atomic and high frequency equipment.

RESIDENTIAL
Residential work includes all residential structures, and all incidental items such as site work, parking areas, utilities, streets and sidewalks. The presence of an elevator in the structure does not impact this Scope.

Covered residential work includes:

(a) Single family homes, apartments, condominium buildings, motels.
(b) The residential portions of mixed-use buildings such as hotels, assisted care facilities, and convalescent centers. Commercial portions (shell and core) are not included in the Residential Scope.

INTELLIGENT TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS, STREET LIGHTING AND UNDERGROUND SYSTEMS IN STREETS and/or ESTABLISHED EASEMENTS
The scope of work covered by this agreement shall be as is more fully described below. It is intended to cover electrical work on public streets, freeways, toll-ways, etc., above or below ground. All work necessary for the installation, maintenance, renovation, repair or removal of: Intelligent Transportation Systems, Video Surveillance Systems (CCTV), Street Lighting and Traffic Signal work or systems; whether overhead, underground or on bridges. This work also includes dusk to dawn lighting installations and ramps for access to or egress from freeways, toll-ways, etc.

Intelligent Transportation Systems shall include all systems and components to control, monitor and communicate with pedestrian or vehicular traffic; included, but not limited to: installation, modification, removal of all Fiber Optic Video Systems, Fiber Optic Data Systems, Direct Interconnect and Communications Systems, Microwave Data and Video Systems, Microwave Detection Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, Highway Weight and Motion Systems, Loop Sensors and related work, etc. Any and all work required to install and maintain any specialized or newly developed systems.

All cutting, fitting and "bandaging" of ducts, raceways and conduits. The cleaning, rodding and installation of "fish and pull wires."

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

The handling of all material from the first point of delivery on the jobsite to the final installation.

All the foregoing areas of work jurisdiction when such work is to be performed in underground systems in a single ditch in established easements. It is not intended nor shall it include electrical work performed beyond the property line or public streets unless performed on established easements or right of ways.

Journeyman Transportation Electrician shall be certified by the State of California as a general electrician and will perform tasks necessary to install the complete transportation system. Installation of system conduits and raceways for electrical, telephone, cable television, and communications systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loops, fiber optic cable, video/data and installation of photovoltaic systems.

Transportation Apprentice shall perform the above tasks under the supervision of a state certified Journeyman Electrician and shall be indentured to the Orange County Electrical JATC Transportation Program. Except as specifically indicated in this Article, all provisions of Article XII, APPRENTICES, shall apply, including the assignment of Apprentices.

Transportation Technician shall work under the supervision of a state certified electrician. Duties shall consist of: distribution of material at job site, the pulling of interconnect, detector loops, fiber optic cable and CCTV cable. Transportation Technician can also be used for traffic control and delineation, the use of all pneumatic, gas and electric tools, and for manual excavation and backfill of all trenching and excavation.

Crew Composition: The employment of a Transportation Systems Journeyman shall entitle the contractor to employ one (1) Transportation Systems Technician (75%) or a 7th or 8th period apprentice and two (2) apprentices. The four (4) shall constitute a crew, provided however that at least the first man is a journeyman, such a crew may perform all work on a composite basis.

Each Transportation Systems Technician shall be under the direction of a journeyman. The maximum allowable ratio is one Transportation System Technician to one journeyman on each job.

Supervision: On any job requiring more than two (2) Transportation Systems Journeymen, one shall be designated as a foreman and receive the foreman's rate of pay. A foreman is a workman who may supervise three crews, for a total of fifteen (15) workmen including himself.

(a) On any job requiring more than three (3) crews, a total of fifteen (15) workmen, an additional foreman is required.
(b) The employment of more than one (1) foreman requires a general foreman.
(c) A general foreman is a workman who may supervise a crew of up to fifteen (15) workmen including himself/herself and all foremen under his/her supervision.
(d) All foremen and general foremen shall have the classification and qualifications of Journeyman Transportation Electrician.

On jobs having a foreman, workmen are not to take directions or orders or accept layout of any job from anyone except their foreman, except where an immediate decision is necessary. No foreman of one job shall be transferred to another job for the purpose of working as a journeyman on overtime unless previous connection with the overtime job requires special consideration.

Wages and benefits: Wages and benefits for all classifications under this Scope are as shown in Appendix I to this Agreement. The hourly rate of pay for a Journeyman performing these special tasks is $.60 above the Journeyman rate: Cable splicing, welding, performing instrumentation work or fiber optic splicing.

Required Tools: Cable splicer shall furnish only the following in addition to the tools required for Journeyman Transportation Systems Electrician and Transportation Systems Technician:

Shave Hook Ball Peen Hammer Scissors Lead Dresser Cable Knife

Anyone dispatched as a Journeyman Transportation Systems Electrician or Transportation Systems Technician shall provide himself with the following tools:

1 pr each channel lock pliers - #420 and #430 or equivalent
1 pr side cutting pliers – 8" minimum
1 pr diagonal cutting pliers – 6"
crescent wrench, 10"
1 straight claw hammer
1 screwdriver – 5" blade
1 screwdriver – 8" blade
1 steel ruler – 12' x ¾" minimum
1 wire skinning knife
1 stubby screwdriver
1 Phillips screwdriver – size 0
1 Phillips screwdriver – size 1
a small level
1 wire stripper
gloves
voltage tester
tic tracer

Referral Procedure

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.

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

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

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

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.

Transportation Systems Electrician

GROUP I All applicants for employment who have four (4) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a journeyman transportation systems electrician wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW, have been certified as a Journeyman Transportation Systems Electrician Wireman by any Inside Joint Apprenticeship Training Committee, or have at least twelve thousand (12,000) hours experience in the trade, and who have been employed in the trade for a period of at least one year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

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

GROUP II All applicants for employment who have four or more years experience in the trade and who have passed a journeyman transportation systems electrician wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Transportation Systems Electrician by any Inside Joint Apprenticeship Training Committee, or have at least twelve thousand (12,000) hours experience in the trade.

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

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

Transportation Systems Technician

GROUP I All applicants for employment who have been employed for at least 2,000 hours in the last four years under this collective bargaining agreement at a 75% Transportation Systems Technician level in Local Union 441, IBEW and are residents of the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have been employed for at least 1,000 hours in the last three years under this collective bargaining agreement at a 75% Transportation Systems Technician level and are residents of the geographical area covered by the agreement.

GROUP III All applicants for employment who have worked at the trade for at least 5400 hours.

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

If the registration list is exhausted and the Local Union is unable to refer a Transportation Systems Technician or a 7th or 8th period apprentice for employment to the employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays, 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 employee."

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.

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

ORANGE COUNTY IN ITS ENTIRETY.

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

ARTICLE I
EFFECTIVE DATE / CHANGES / GRIEVANCES / DISPUTES

EFFECTIVE DATE

SECTION 1.1 This Agreement shall take effect June 1, 2026, and shall remain in effect until May 31, 2029, 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 changed or terminated in the way later provided herein.

CHANGES

SECTION 1.2

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

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

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

(d) Unresolved issues or disputes arising out of failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) 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 1.3 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.

SECTION 1.4 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.

GRIEVANCES / DISPUTES

SECTION 1.5 There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

SECTION 1.6 All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

SECTION 1.7 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

SECTION 1.8 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 1.9 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

SECTION 1.10 Any **grievance** not brought to the attention of the responsible opposite party to this Agreement in writing within **45 days** of its occurrence shall be deemed to no longer exist, except as provided in Section 1.11.

SECTION 1.11 Wage and Hour Disputes

(a) The Union and the Employer intend that the Grievances-Disputes provisions in the Agreement shall be the exclusive method of resolving all disputes between the Employer and the Union and the employees covered by this Agreement. Such disputes shall include any statutory claims relating to the payment of wages for time worked, training time, rest and meal periods, or overtime pay, including any alleged violations of the federal Fair Labor Standards Act, the California Labor Code, Wage Order 16 of the Industrial Welfare Commission of the State of California, California Business & Professions Code section 17200 et seq., federal and state prevailing wage laws, and all other wage and hour related matters (hereinafter referred to collectively as "wage and hour claims or disputes").

The parties agree that any employee's or employees' wage and hour claims or disputes shall be resolved through the grievance and arbitration process provided for in this Agreement. All wage and hour claims or disputes shall be filed within the applicable statutory time limits from the date on which the alleged wage and hour claim or dispute is alleged to have occurred. Such limits are determined by whether the alleged incident is governed by California state law or by the federal Fair Labor Standards Act.

(b) Only the Union has the right to assert collective or class action grievances or claims on behalf of more than one employee. All such grievances shall be initiated and processed in accordance with the grievance and arbitration provisions in this Agreement. The employees (by and through the Union) shall be provided all substantive rights and remedies available under applicable law. Where the Union chooses not to prosecute a grievance for wage and hour claims or disputes, an employee may initiate a grievance for wage and hour claims or disputes under this Agreement and the employee shall be provided all substantive remedies that he/she would otherwise be entitled to under applicable law. Notwithstanding the preceding sentence, an individual employee cannot pursue class and/or collective wage and hour claims or disputes or grievances on behalf of more than the individual employee. It is the goal of the parties to swiftly and fairly address and resolve all employee concerns. The Employer and the Union agree to work swiftly and cooperatively to resolve and remediate, if necessary, any disputes that arise. This section applies only to statutory claims that authorize the use of a class or collective action procedure.

SECTION 1.12 Waiver of PAGA Claims

Pursuant to California Labor Code Section 2699.6, the parties hereby clearly and unambiguously waive the provisions of the California Private Attorneys General Act (PAGA), Labor Code Section 2698, et. seq, and agree that none of the provisions of that statute shall apply to any of the employees covered by this Agreement. The parties further agree that the Union may file a grievance pursuant to this Agreement's Grievance/Dispute Procedure (Article I, GRIEVANCES/DISPUTES, Section 1.5 through 1.10) and such a grievance can assert any and all violations of the Labor Code that are redressable by PAGA, which include those sections enumerated in Labor Code Sections 2699.5 and 2699(f) as well as any others as may be necessary to ensure the arbitrability of PAGA claims.

The Labor Management Committee presiding over a grievance hearing conducted pursuant to the Grievance/Arbitration Procedure shall have the authority to make an award of any and all remedies otherwise available under the Labor Code except for an award of penalties that would be payable to the Labor and Workforce Development Agency. In addition, any Labor Code violations asserted by the Union that are redressable by PAGA will be deemed violations of this Agreement if so found by the Labor-Management Committee.

At no time shall the lowest paid classification's hourly pay rate be allowed to fall below 130% of the state minimum wage to the extent necessary under applicable law.

ARTICLE II
EMPLOYER RIGHTS / QUALIFICATIONS

MANAGEMENT RIGHTS

SECTION 2.1 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.

CONTRACTING FOR WORK
SECTION 2.2 The Union agrees that its members, except those meeting the requirements of an Employer, as defined herein, shall not contract or apply his trade on any electrical work except as an employee of an Employer.

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

This shall not preclude any person from activating his license on a temporary basis to maintain his license and so notify the parties to this Agreement.

FAVORED NATIONS
SECTION 2.3 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 concessions.

EMPLOYER QUALIFICATIONS
SECTION 2.4 Certain qualifications, knowledge, experience and responsibilities are required in order to qualify as an Employer under this Agreement. An "Employer" is a person, firm, company, partnership, or corporation whose principal business is Electrical Contracting. Any person, or persons, supplying contracting license or licenses, or any partner, or an officer of a corporation, shall be defined as a member of that firm. Circumventing the intent of "Employer" shall not be permitted by the pretense of ownership by an immediate member of the family or by other means.

An Employer is an Electrical Contractor, maintaining a recognized "ESTABLISHED PLACE OF BUSINESS", including telephone service, and possessing equipment and shop tools. He must have sufficient financial status to meet payrolls and other financial requirements of this Agreement. For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this State; Social Security and such other protective Insurance as may be required by the laws of the State and Federal Government; and shall also furnish satisfactory proof of such to the Union; and shall also make proper contributions to the California Unemployment Compensation Commission.

SECTION 2.5 Requirements for a joint-venture are the same as for a new Employer.

SECTION 2.6 Any person or company desiring to be an Employer under this Agreement, shall furnish satisfactory proof of his qualifications to the Union.

TRUCK SIGNS
SECTION 2.7 All vehicles owned or operated by the Employer to transport material, tools, equipment and man or men shall display a sign not less than 225 square inches 15" x 15" square or 17" in diameter on each side of said vehicle. Such signs shall bear the firm name. This clause shall not include those vehicles normally used in an executive capacity.

WORKING CONTRACTOR
SECTION 2.8 He must employ one Journeyman regularly, including overtime work. Not more than one (1) member of a firm (Employer) shall be permitted to work with the tools at any time, and such working member shall be designated, and such designation shall be furnished to the Local Union, in writing.

When eight (8) or more Journeymen are employed under the terms of this Agreement, no member of that firm, partnership or corporation shall be permitted to perform any work with the tools, but shall work in a supervisory capacity only, except on an emergency basis.

In no case shall a Contractor, regardless of the number of his employees, work on an overtime basis unless accompanied by a Journeyman.

A Working Member of a Corporation lists himself as a bargaining unit employee of the corporation on a monthly fringe benefit reporting form. As such, all fringe benefits and funds occasioned by the labor agreement must be paid on the Working Member's behalf every month.

A Working Member of a firm OTHER THAN a Corporation may not participate in the hourly Health or Pension benefits negotiated for bargaining unit employees. Non-Corporation Working Members may enroll their firms in the Contractor Plan offered by the bargaining unit Health & Welfare Trust. They may participate in the NEBF pursuant to a signed NEBF Agreement.

ALL Working Members (Corporation and non-Corporation) must report and remit the required funds using the Trust-approved format. Payment amounts are based on full time employment at 173 hours per month, every month. Working Members may not "opt out" of any negotiated funds in the Agreement, must submit working dues based on the Journeyman rate of pay, and pay the NECA service charge, if a NECA member. Negotiated funds include LMCC, JATC, IAMF and are to be paid at the negotiated rates, including payroll withholding amounts.

NON-RESIDENT EMPLOYEES

SECTION 2.9 An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

ARTICLE III
UNION RIGHTS / WORK PRESERVATION

BUSINESS MANAGER TO VISIT JOBS

SECTION 3.1 The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement. Where abnormal conditions occur, the Contractor and Business Manager shall notify each other of said condition.

STEWARDS

SECTION 3.2 The Union shall have the right to appoint a Steward at any shop or on any job where workmen are employed under the terms of this Agreement. Such Steward shall see that this Agreement and working rules are observed, and so far as practicable, shall perform his duties outside of regular working hours. The primary function and job of any worker appointed Steward shall be that of a journeyman wireman.

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

A STEWARD SHALL NOTIFY HIS EMPLOYER OR HIS EMPLOYER'S REPRESENTATIVE IMMEDIATELY OF ANY DISPUTES, GRIEVANCES OR DIFFICULTIES ARISING ON A JOB. UNDER NO CIRCUMSTANCES SHALL THE

STEWARD CAUSE A SLOW DOWN OR WORK STOPPAGE. IF UNABLE TO ADJUST, HE SHALL NOTIFY THE BUSINESS MANAGER.

The Business Manager shall notify the Employer in writing of the appointment of steward. Under no circumstance shall the Steward be discriminated against at any time by an Employer because of the faithful performance of their duties as a steward. The employer shall notify the Business Manager 48 hours in advance and upon mutual consent, may lay off or transfer the Steward.

DISCIPLINING MEMBERS
SECTION 3.3 The Union reserves the right to discipline its members for violations of its laws, rules and agreements.

REMOVAL OF MEN
SECTION 3.4 This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so; but no removal shall take place until notice is first given to the Employer involved.

CARE OF TOOLS AND PROPERTY
SECTION 3.5 When such removal takes place, the Union or its representatives shall direct the workmen on such job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, only when a safe place is provided for these by the Employer.

LOANING OF MEN
SECTION 3.6 The Employer shall not loan or cause to be loaned the workmen in his employ to any other Employer without mutual consent of the Employer and the Union and then only when applicants possessing the required skill are not available under the Referral Procedure.

IBEW UNION POLICY
SECTION 3.7

(a) The policy of the Local Union and its members is to promote the use of material and equipment manufactured, processed, or repaired, under economically sound wage, hour, and working conditions by their fellow members of the IBEW.
(b) Employment by the Local Union, the JATC, or a related entity bound by a subscription agreement to the trust funds established by this Agreement shall be considered employment under the terms of this Agreement for purposes of referral.

ANNULMENT / SUBCONTRACTING
SECTION 3.8 The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

UNION SECURITY

SECTION 3.9 All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment, or the effective date of this Agreement, whichever is later.

SECTION 3.10 In the event that the Labor-Management Relations Act of 1947 is amended or it is interpreted by the National Labor Relations Board or the courts legally to permit the inclusion of Article II, Section 3, of the Agreement of 1945, said Article shall be reincorporated in any collective bargaining agreement between the parties and the above provision shall forthwith become inoperative.

WORK PRESERVATION

SECTION 3.11

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

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

(c) If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce the award rendered in accordance with Subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountant's and attorney's fees incurred by the Union and/or the Fund Trustees, plus the cost of litigation, which have resulted from the bringing of such court action.

VOLUNTARY RECOGNITION LANGUAGE

SECTION 3.12 The employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive collective bargaining agent for all employees performing electrical work within the jurisdiction of the Union on all present and future jobsites, if and when a majority of the employers/employees authorizes the Union to represent them in collective bargaining.

ARTICLE IV
TOOLS, EQUIPMENT AND WORKMANSHIP

JOURNEYMAN TOOLS

SECTION 4.1 Journeymen and Apprentices shall provide the following tools:

Tool Pouch	Screwdrivers	Drywall saw	Tri-square
Side cutting pliers	Size 0 Phillips	Straight claw Hammer	Knife
Diagonal pliers	Size 1 Phillips	Voltage tester	Wire strippers

Long-nose pliers	Stubby Phillips	Flashlight	Tin snips
Steel rule, 1" x 25' min.	5" common blade	1 set Allen wrenches	Torpedo level
2 pair channel lock	8" common blade	Awl	Tic tracer
10" crescent wrench	Stubby common	Center punch	

Nut Drivers – sizes 1/4", 5/16", 3/8", 7/16", 1/2" 9/16"

This is the maximum employee-provided tool list.

IBEW Local 441 will not tolerate the theft of any tools (such as drill motors) that are furnished by the employer and will aid the employer in recovering the cost of such items from any employee not returning company furnished tools.

CABLE SPLICER TOOLS

SECTION 4.2 Journeyman Cable Splicers shall furnish only hand tools. The Employer is authorized to inspect a workman's tools before and when leaving his employ. Workmen shall wear overalls, aprons, or other apparel suitable for the work to be performed.

RENTING OR LEASING OF EQUIPMENT

SECTION 4.3 No workman or employees shall lease or rent vehicles or equipment and tools to any Employer. No workman shall use any automobile, tools, or equipment in any manner detrimental to the best interest of other workmen, nor shall any workman use his automobile to transport the Employer's tools, materials or blueprints.

SECTION 4.4 Employees shall not use their personal premises for the purpose of conducting their Employer's business in any manner.

CONTRACTOR TOOLS

SECTION 4.5 The Employer shall furnish all hickeys, vises, ladders, boring machines, hammers over regulation claw, dies, fish steels, electric screwdrivers, pipe wrenches over fourteen (14) inches, pipe cutters, hack saw blades, bits, drills, knock out punches, protractor, and all special tools and all other necessary tools or equipment. Ladders shall be of sufficient height to enable workmen to perform their duties without using the last three steps of any ladder. All such tools and equipment must be in good mechanical condition as a safety factor. Workmen shall be responsible for all tools or equipment issued to them provided the Employer furnishes the necessary tool box, locker or other safe place for storage. The Employer shall furnish a suitable place for the employees to leave their tools during the time that the employees are off the job or project.

CONTRACTOR TO PROVIDE

SECTION 4.6 The Employer will provide a secure location for the storage of employee's personal tools, if the jobsite security circumstances and logistics allow. If an employee is required by the employer to leave required tools in a secure location designated by the employer, the employer shall reimburse the employee for the reasonable replacement cost of such stolen tools, up to a maximum of EIGHT HUNDRED DOLLARS ($800.00), upon submission of an itemized list of the stolen tools. On all jobs where extreme dirt due to oil, grease, etc. are present, rags and cleaning materials shall be supplied by the Employer.

On jobs requiring the handling of grease filled or oil filled cables, the Employer shall furnish overalls and gloves and shall have such clothing laundered or otherwise cleaned at least twice a week.

WORKMANSHIP

SECTION 4.7 Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

SECTION 4.8 A Journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by order of the Employer or the Employer's representative. The Employer shall notify the Union of workmen who fail to

adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision, correction to be made only after a fair investigation by the Employer and the Business Manager of the Union.

ARTICLE V
REFERRAL PROCEDURE

SECTION 5.1 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 interest 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 5.2 The Union shall be the sole and exclusive source of referral of applicants for employment.

SECTION 5.3 The Employer shall have the right to reject any applicant for employment.

SECTION 5.4 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

SECTION 5.5 The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN/JOURNEYMAN TECHNICIAN

GROUP I All applicants for employment who have four (4) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW, have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, or have at least twelve thousand (12,000) hours experience in the trade, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

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

GROUP II All applicants for employment who have four (4) or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or has been certified a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, or have at least twelve thousand (12,000) hours experience in the trade.

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

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

TEMPORARY EMPLOYEES

SECTION 5.6 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays, and Holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees."

SECTION 5.7 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.

DEFINITIONS

SECTION 5.8 "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

ORANGE COUNTY IN ITS ENTIRETY.

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

SECTION 5.9 "Resident" means a person who has maintained his permanent home in the above defined geographical area and surrounding counties for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

SECTION 5.10 An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable Intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) years' experience in the trade.

SECTION 5.11 The Union shall maintain an "Out of Work" list which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

RE-REGISTRATION

SECTION 5.12 An applicant who has registered on the "Out of Work" list must renew his application every 30 days or his name will be removed from the "List".

SECTION 5.13 An applicant who is hired and who receives, through no fault of his own, work of eighty (80) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

SECTION 5.14

(a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their places on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

(b) **Repeated Discharge**. An applicant who is discharged for cause two (2) times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the

discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

SECTION 5.15 The only exception which shall be allowed in this order of referral is that 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.

APPEALS COMMITTEE

SECTION 5.16 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both of these members.

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 5.4 through 5.15 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 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 5.17 A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

SECTION 5.18 A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

SECTION 5.19 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of this Agreement between the parties.

ARTICLE VI
HOURS OF WORK

WORK DAY / WORK WEEK

SECTION 6.1

(a) Eight (8) consecutive hours work with thirty (30) minutes for lunch period shall constitute a work day. Starting time shall be between 5:00 a.m. and 9:00 a.m. Forty (40) hours within five (5) consecutive days, Monday through Friday, inclusive, shall constitute a work week. Overtime meals are to be paid according to Sections 6.3 and 6.4

(b) The Employer, with twenty-four (24) hour prior notice to the Business Manager, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 5:00 a.m. and 7:30 p.m., Monday through Thursday or Tuesday through Friday, with one- half hour allowed for a lunch period. There shall be no make-up day. After ten (10) hours in a workday the applicable overtime rate shall be paid.

(c) Every employer shall authorize and permit all employees to take rest periods. Rest periods may be staggered to avoid interruption in the flow of work. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes rest break for every four (4) hours worked, or major fraction thereof.

Example: 8 hours of work: Two (2) 10-minute breaks

Over 10 hours of work: Three (3) 10-minute breaks
Over 14 hours of work: Four (4) 10-minute breaks

Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area.

OVERTIME AND HOLIDAYS

SECTION 6.2 The rate of pay for all work performed outside of regular hours shall be one and one-half times the straight time rate of pay except that double time shall be paid as follows:

1. All hours worked in excess of 12 hours in one day.
2. All hours worked in excess of 8 hours on Saturday
3. Sundays
4. Holidays as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (November 11th), Thanksgiving Day, day after Thanksgiving, Christmas Day or days celebrated as such.

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

   The regular workday before Christmas Day, the regular workday before New Years Day, and Martin Luther King Jr. Day will normally be non-scheduled workdays. If, however, it is necessary due to job scheduling to work on those days, the straight time rate of pay will be applicable.

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

OVERTIME MEALS

SECTION 6.3 Employees required to work during the regular lunch period shall be paid time and one-half the straight time rate of pay except in case of emergency or pre-arranged work schedule. Pre-arranged work schedule must be approved at least one (1) hour prior to the established lunch period the day the work is to be performed.

SECTION 6.4 Employees working overtime in excess of 2 hours, after having worked an 8 hour shift, shall receive a paid meal period of 30 minutes, and an additional paid 30 minute meal period every 4 hours of continuing overtime work that day. The foregoing shall not apply to the noon day lunch period on Saturdays, Sundays, and holidays. Meal times shall be paid at the current rate of pay for that hour, and are subject to variation so that continuous service may be maintained.

SHIFT WORK

SECTION 6.5 When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The appropriate shift shall be determined by the start time of the shift. This chart shall be used to determine which shift and corresponding rate* is applicable:

First Shift (Day Shift):	Start time between 5:00 AM and 9:00 AM (Straight Time Rate)
Second Shift (Swing):	Start time between 9:01 AM and 7:59 PM (Straight Time Rate +17.3%)
Third Shift (Graveyard):	Start time between 8:00 PM and 4:59 AM (Straight Time Rate +31.4%)

*For the purpose of established shift work, these will be considered "regular rates of pay"

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

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) beginning before 4:59 a.m. Monday to coordinate the work with the customer's work

schedule. However, any such adjustment shall last for at least five (5) consecutive days duration unless mutually changed by the parties to this Agreement.

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

There shall be no pyramiding of overtime rates and double the straight 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 6.6 When an employee's shift has ended or he is sent home by the Employer, he shall have ten (10) hours rest before returning to work. If not, the employee shall continue the original shift at the appropriate overtime or double time rate as applicable. The following days start time may be amended according to Section 6.1 (a) and Section 6.5 of this agreement to accommodate the 10-hour rest period.

SECTION 6.7 The first shift may start between 5:00 a.m. and 9:00 a.m.

SECTION 6.8 Shifts will consist of at least five consecutive days duration. Saturdays, Sunday and holidays, if worked within the shift schedule, (although paid according to Section 6.2) are considered to be within the five consecutive days duration. If a shift schedule includes a Saturday, the appropriate rate of pay will be the regular rate of pay (see Section 6.5 chart) plus OT.

SECTION 6.9 Sick Leave Waiver
It is the intent of the Parties that this Section satisfies the collective bargaining agreement ("CBA") exemption provided in California Labor Code Section 245.5(a)(2) from the Healthy Workplaces, Healthy Families Act (the "Act") for construction industry employees covered by a valid CBA, and pursuant to the CBA waivers available in the local sick leave ordinances in any other local jurisdiction that passes a sick leave ordinance with a CBA waiver. The Chapter, the Union, and the Employer expressly waive the requirements of the Act and ordinances.

ARTICLE VII
WAGES, CLASSIFICATIONS, AND WAGE SCALE

SECTION 7.1 WAGES, BENEFITS, CLASSIFICATIONS and all FUNDS and DEDUCTIONS:
Refer to Appendix I.

SECTION 7.2 Apprentices will be cleared to the job at the percentage rate of pay established for them by the Joint Apprenticeship and Training Committee. This rate shall be the minimum and maximum rate of pay.

SECTION 7.3 Material Handlers shall be permitted to deliver and distribute tools and materials to and around a jobsite, perform jobsite cleanup and trash removal, provide jobsite tool and material inventory and control, including the boxing and unboxing of tools, fixtures and materials. The material handler is not to hand fixtures or material to journeymen for installation, nor prepare or distribute conduit or materials for installation nor install fixtures or materials. The material handler shall be hired to the shop, not the jobsite. An employer may employ shop employees who are not cleared under this Agreement, but such non-bargaining unit employees may not perform jobsite duties permitted in this Section.

ARTICLE VIII
SHOW-UP PAY / HAZARD PAY / TRAVEL PAY

SHOW-UP PAY
SECTION 8.1 When men are directed by the Employer to report for work and do not start work for reasons beyond their control, they shall receive two (2) hours' show-up time.

EIGHT HOUR JOB
SECTION 8.2 No Employer shall employ man or men for less than an eight (8) hour job, and any employee laid off on his first day of employment before having worked eight (8) hours shall receive eight (8) hours pay. This clause is not applicable to any man being discharged for just cause.

INCLEMENT WEATHER
SECTION 8.3 When inclement weather conditions prevail, a two (2) hour show-up pay shall be paid for the first day only of a continued inclement period unless notified. Any man being temporarily laid off after having worked four (4) hours or less shall receive pay for the four (4) hours and if temporarily laid off after having worked more than four (4) hours he shall be paid for each hour worked.

HIGH TIME
SECTION 8.4 Where workmen are required to work 40' to 70' from the ground or supporting structures (such as trusses, stacks, towers, tanks, bosun's chairs, swinging, standing or rolling scaffolding, silos, and open platforms) which are not securely safeguarded, and the workman is subjected to a direct fall or where he has to work 40' to 70' from the ground on a ladder or other type of support on a platform, which is within 5' of an unprotected direct fall opening, he shall be paid a bonus of one-half (1/2) times the regular straight time rate of pay. One (1) hour minimum or fraction thereof.

When workmen are required to work 70' or more from the ground or supporting structures as above, the bonus shall be doubled. The elevation of the actual work installation to be performed under the above conditions governs the applicability of the bonus.

USE OF GAS MASKS
SECTION 8.5 Where electrical workers are required to work under compressed air or in areas where injurious gasses, dust, asbestos, or fumes or spray painting are present in amounts necessitating use of gas masks or respirators by the electrical workers, they shall be paid a bonus of one-half (1/2) the straight time rate of pay. Thirty (30) minutes or more on such work entitles the workman to the premium rate for that half day. This Section to apply if dangerous effect has been determined by the use of the applicable State safety standards.

HOT AND COLD CLAUSE
SECTION 8.6 Where workmen are required to work where temperatures (other than climatic) exceed 125 degrees Fahrenheit or are less than 30 degrees Fahrenheit, they shall be paid double the straight time rate of pay for the hours worked with a minimum one (1) hour, or a fraction thereof.

AIRCRAFT
SECTION 8.7 When workmen are required to work in conjunction with any type of aircraft in motion, they shall be protected by a Life and Casualty Insurance Policy in the amount of ONE HUNDRED THOUSAND ($100,000.00) DOLLARS in addition to regular workmen's compensation coverage and will be paid nine (9) hours at the straight time rate of pay for eight (8) hours worked.

UNDERWATER
SECTION 8.8 When workmen are required to work underwater and/or use any type of diving equipment, they shall be paid a hazard bonus of two (2) times the regular straight time rate of pay. One (1) hour minimum or fraction thereof.

OFF SHORE WORK
SECTION 8.9 Where men are directed to report to a job daily, they shall be paid mileage if applicable, to point of embarkation. Men shall be paid the required rate of pay from point of embarkation to job site and from job site to the point of embarkation. There will be a bonus of FIFTY CENTS per hour applicable to all wages paid on this type of work.

SECTION 8.10 Where man or men are subjected to work installing electrical or electronic work including sound work under piers over the ocean, either on existing piers or to be installed on new piers, there will be a bonus of FIFTY CENTS per hour applicable to all wages paid on this type work.

RADIATION
SECTION 8.11 Where workmen are subject to the hazardous effects of any atomic operation where special clothing is required as determined by a competent official regulatory authority, they shall receive two (2) times the regular straight time rate of pay. Minimum of one (1) hour or fraction thereof.

TRAVEL PAY
SECTION 8.12 When workmen are directed to report to the job, such workmen shall be on the job ready to commence work at the regular starting time at no cost to the employer.

Workmen shifting from one job to another or from shop to job or job to shop during regular work hours shall be paid travel time and be furnished transportation or be paid mileage at the current IRS rate per mile.

SECTION 8.13 Whenever free parking or transportation is not available within 500 yards of the reporting location (shop or job site), the Employer shall reimburse employees for actual parking expenses, provided the employee presents a signed and dated receipt for each expenditure.

ARTICLE IX
LAYOFFS / TERMINATIONS / PAYROLL CHECKS

SECTION 9.1 Workmen who are to be laid off shall be notified and paid one-half (1/2) hour before normal quitting time and shall be paid eight (8) hours for seven and one-half (7 1/2) hours work, or eight and one-half (8 1/2) hours for eight (8) hours work at the straight time rate of pay. Any workman laid off by the Employer shall be paid all his wages immediately. In the event he is not, waiting time at the straight time rate of pay shall be charged until full payment is made.

SECTION 9.2 If an employee voluntarily quits his employment, his wages shall become due and payable not later than seventy-two (72) hours thereafter unless the employee has given seventy-two (72) hours previous notice of his intention to quit, in which case the employee is entitled to his wages at the time of quitting.

If the employer and employee agree that the employee's check is to be mailed, the employee shall supply written authorization to the employer, which shall also designate the employee's proper mailing address.

If the employer and employee agree that final wages are to be paid by electronic funds transfer (including ACH), the employee shall provide written authorization for such payment method, including any necessary account information, and such payment shall be initiated within seventy-two (72) hours of separation or at the time of quitting if proper notice has been given, in accordance with applicable law.

SECTION 9.3 The Employer shall have the right to determine the competency and qualifications of its employees and the right to discharge such employees for any just and sufficient cause. The Union may institute a grievance procedure under the terms of this Agreement if it feels any employee has been unjustly discharged.

In applying the above provision, the Employer shall not discriminate against employees in regard to hire or tenure of employment by reason of Union membership; provided however, all workmen (Union or otherwise) shall be classified and receive the wage scales as provided under Article VII, Section 7.1 of this Collective Bargaining Agreement.

TERMINATION SLIPS
SECTION 9.4 The Union shall keep a record of all terminations. Termination blanks shall be prepared for use by the Employer and shall be correctly filled out in quadruplicate with one (1) copy for the employee,

one (1) copy for the Employer, and one (1) copy for the Union and one (1) copy for the Labor-Management Committee. Alternatively, the use of IBEW – NECA approved electronic termination slips are recommended.

TEMPORARY LAYOFF
SECTION 9.5 Any man being temporarily laid off after having worked four (4) hours or less, shall receive pay for four (4) hours and if temporarily laid off after having worked more than four (4) hours, he shall receive pay for eight (8) hours.

PAYROLL
SECTION 9.6 Wages shall be paid weekly; the work week shall begin Monday a.m. and end Sunday p.m. Pay day shall not be later than Wednesday quitting time and not more than three (3) days shall be withheld. However, when Monday, Tuesday, or Wednesday is celebrated as a Holiday, the Employer shall have one (1) additional day of grace in preparing his payroll and delivering the pay to the men.

If the employee has authorized that his/her paycheck be mailed, the paycheck must be postmarked by Monday and received no later than Thursday. If the check is not received by Thursday, the employer is required to deliver a replacement paycheck to the employee before quitting time on Friday.

Payroll may be paid by: check or, if approved, by electronic transfer; however, termination pay shall be by check.

In the event **payroll** is made by electronic transfer and a delay in receipt of wages is caused solely by a failure, error, or delay of a banking institution or electronic payment processor beyond the control of the Employer, such delay shall not constitute a violation of this Section, provided the Employer timely initiated the payment and works in good faith to promptly remedy the issue in coordination with the employee and the financial institution.

All pay must have a stub or statement showing all amounts withheld. All pay stubs or statements must show the total straight time hours or units and overtime hours or units worked.

WORK RELEASE, SIGN, CLOCK, "BRASS IN"
SECTION 9.7 No employee shall sign any type of work release. No employee shall sign, clock, or "brass in" on any job, except on company time.

REBATE OF WAGES
SECTION 9.8 No Employer or workman or their agents shall give or accept, directly or indirectly, any rebate of wages. Any Employer found violating this provision shall be subject to having this Agreement terminated upon written notice thereof being given by the Union.

ARTICLE X
FRINGE BENEFITS

10.1 TIME AND METHOD OF PAYMENT—DELINQUENT EMPLOYER
Contributions to the Funds listed below shall be due and payable on or before the tenth (10th) day of each month covering hours worked by each employee through the last payroll period in the prior calendar month. Each Employer shall file a monthly report in the form established by the parties to this Agreement, and such report shall be filed regardless of whether an Employer has employed any employees in the month covered by the report. The funds are:

National Electrical Benefit Fund,
Southern California IBEW-NECA Pension Fund,
Orange County IBEW-NECA Electrical Workers Defined Contribution Plan,
NECA-IBEW Family Medical Care Plan,
National Electrical Industry Fund,

Vacation Fund,
Orange County Electrical Joint Apprenticeship and Training Trust Fund,
Orange County IBEW-NECA Labor Management Cooperative Trust ,
National Labor Management Cooperation Fund,
IBEW Local Union #441 Dues Deduction,
IBEW Education Fund,
Electrical Industry Administrative Maintenance Fund,
and if applicable, National Electrical Contractors Association service charges.

Each Employer shall file a monthly payroll report for all funds using the NECA-STAR reporting system. Reports shall be filed with the Electrical Industry accounts department of the Orange County Chapter, NECA.

Any Employer who fails to report or to make contributions due to any of the listed Funds before the fifteenth (15th) day of the month in which they are due shall be considered delinquent. The Union may, with 24 hours notice to the delinquent Employer, withdraw the bargaining unit employees in order to protect against further loss until delinquencies are resolved.

The Funds shall be entitled to collect from the delinquent employer Liquidated Damages in the amount of 1.5% of any amounts delinquent for 1-31 calendar days. Liquidated Damages shall accrue thereafter at 1.5% of the principal amount per month past due. The Funds may recover from the delinquent employer reasonable collection costs, attorneys' fees, and interest.

NEBF

SECTION 10.2 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

DEFINED BENEFIT PLAN

SECTION 10.3 Each Employer shall contribute to the Southern California IBEW-NECA Pension Fund on behalf of each employee covered by this Agreement the amount shown in Appendix 1. This Pension Fund and Trust Document shall comply with and conform to all applicable laws.

DEFINED CONTRIBUTION PLAN

SECTION 10.4 Each employer shall make contributions to the Orange County IBEW-NECA Electrical Workers Defined Contribution Plan for all classifications as shown in Appendix 1. All disbursements shall be in accordance with the Plan adopted by the Board of Trustees.

This Plan, including Employer contributions, shall be irrevocable except by mutual consent of the parties to this collective bargaining agreement. The provisions of the plan trust and documents shall control as to plan benefits and rights not specifically addressed herein. This Plan shall comply with and conform to all applicable laws.

HEALTH AND WELFARE

SECTION 10.5 The Employer agrees to pay Health & Welfare benefits for all workmen employed under the terms of this Agreement, the amounts shown in Appendix 1. These payments shall be made each month into the NECA-IBEW Family Medical Care Plan, jointly established for this purpose and administered in compliance with Federal and State regulations governing health and welfare plans.

NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

SECTION 10.6 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

(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 (1) calendar year but not exceeding 150,000 man-hours.

(2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one (1) 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.

VACATION FUND

SECTION 10.7 Each individual Employer, upon substantiation of voluntary authorization, shall withhold seven percent (7%) of each covered employee's gross pay to be forwarded monthly to the American First Credit Union. These deductions shall be deposited to individual accounts at the American First Credit Union, (AFCU) maintained in the name of each individual covered employee.

The accounts held in each employee's name by AFCU shall be subject to such rules and regulations as adopted by the AFCU after approval by the parties to this Agreement. The employer's sole responsibility under this Section shall be to pay the amounts described above.

Requests to withhold or discontinue withholding can be made at the time of dispatch.

Any employee not providing an approved request for vacation deduction shall not have any monies withheld.

NATIONAL ELECTRICAL 401K PLAN

SECTION 10.8 It is agreed that the individual Employer, in accord with the National Electrical 401(k) Plan Agreement and Trust ("Agreement and Trust") as entered into between the National Electrical Contractors

Association and the International Brotherhood of Electrical Workers, as amended, will participate in the National Electrical 401(k) Plan ("NEFP").

The individual Employer recognizes that applicable rules require contributions to be transmitted to a 401(k) plan as soon as they can reasonably be segregated from the general assets of the employer. The Trustees of the NEFP strongly encourage all contributing employers to regularly remit to the NEFP or its designee any and all bargaining unit employee elective deferrals within seven business days of the date when the Employer receives or withholds such employee elective deferrals. However, in recognition that some employers may be unable reasonably to segregate participant contributions from their general assets more frequently than the standard monthly processing cycle for participant contributions to pension plans, as noted in U.S. Department of Labor Field Assistance Bulletin 2003-2, all contributions must be remitted by the fifteenth (15th) of the month following the month in which the amounts would otherwise have been payable to the participant. In all events, contributions not remitted by this date shall constitute a debt due and owing to the NEFP. In making such contributions, the individual Employer shall utilize the NEFP's electronic remittance system. Further, in agreeing to participate in the NEFP, the individual Employer agrees to cooperate with the NEFP by submitting all reasonably requested documents and information necessary for the NEFP to perform all required testing of the NEFP under the tax laws.

The Chapter and/or the individual Employer, as the case may be, and the Local Union certify that no existing defined benefit plan was terminated or modified in any manner solely as a condition upon or as a result of the adoption of the NEFP. This provision does not interfere with the rights and obligations of such local plan(s)' trustees to make changes to the plan(s) pursuant to the needs of the plan(s), their fiduciary duty, and the requirements of ERISA, the Pension Protection Act, or other laws and regulations.

Inasmuch as the NEFP is intended to offer bargaining unit employees the opportunity to defer current salary into a retirement savings plan and not to replace any existing employer-funded defined benefit plan, no employer contributions will be required or accepted on behalf of individuals for hours worked under the terms of this agreement.

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

An individual Employer who fails to remit employee elective deferrals as provided above shall be subject, in addition to all remedies afforded by law or in the Agreement and Trust, to having its participating in the NEFP suspended or terminated at the discretion of the Trustees of the NEFP upon written notice to the individual Employer. An individual Employer who fails to remit as provided above shall be additionally subject to having this agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Agreement and Trust shall also constitute a breach of his labor agreement.

APPRENTICESHIP CONTRIBUTION
SECTION 10.9 Each Employer subject to the terms of this Agreement shall contribute the amount designated in Appendix I, per hour, for each hour worked by all employees covered under the terms of this Agreement into the Orange Country Electrical Joint Apprenticeship and Training Trust Fund.

JOINT COOPERATIVE TRUST (Orange County LMCC)
SECTION 10.10 There shall be an Employer contribution in the amounts shown in Appendix I.

ORANGE COUNTY IBEW-NECA LABOR-MANAGEMENT COOPERATIVE COMMITTEE
SECTION 10.11 The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175 (a) and

Section 302 (c) (9) of the Labor-Management Relations Act, 29 U.S.C. §186 (c) (9). The purposes of this Fund include the following:

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

SECTION 10.12 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

SECTION 10.13 Each Employer shall contribute the amount shown in Appendix I. 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 Orange County Chapter, NECA, or its designee, shall be the collection agent for this Fund.

SECTION 10.14 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars ($20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at a 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.

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

SECTION 10.15 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175 (a) and Section 302 (c) (9) of the Labor-Management Relations Act, 29 U.S.C. §186 (c) (9). The purposes of this Fund include the following:

1) to improve communications between representatives of Labor and Management;
2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
9) to enhance the involvement of workers in making decisions that affect their working lives; and,
10) to engage in any other lawful activities incidental or related to the accomplishments of these purposes and goals.

SECTION 10.16 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

SECTION 10.17 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 Orange County Chapter, NECA, or its designee, shall be the collection agent for this Fund.

SECTION 10.18 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars ($20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at a rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

SECTION 10.19 The one cent (1¢) per hour contribution for the National LMCC is to be paid from the local LMCC Fund. There will be no increase in the wage/fringe package for this contribution.

DUES DEDUCT
SECTION 10.20 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union—-upon receipt of voluntary authorization—the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the employer by the Local Union upon request by the Employer.

IBEW PAC
SECTION 10.21 The employer agrees to deduct and transmit to the IBEW PAC five cents (5¢) per hour from the wages of each employee who voluntarily authorizes such contribution on the forms provided for that purpose. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each employee.

ELECTRICAL INDUSTRY ADMINISTRATIVE MAINTENANCE FUND
SECTION 10.22 Each employer shall contribute the amount designated in Appendix I for all hours worked by all employees covered by this agreement to the AMF. The fund shall be administered solely by the Association and shall be utilized to pay for the association's costs of the labor contract administration

including receiving of trust funds, negotiations, labor relations, disputes and grievance representation performed on behalf of signatory employers, as well as all other administrative functions required of management such as service on all funds as required by federal law. These monies shall not be used to the detriment of the IBEW or the Local Union. Enforcement for delinquent payments to the fund shall be the sole responsibility of the Chapter and not the Local Union.

DELINQUENT WAGE AND FRINGE PAYMENTS BOND
SECTION 10.23 Any employer who fails to report or to make contributions due pursuant to any or all Sections in Article X by the fifteenth (15th) day of the month in which it is due shall be considered delinquent.

The parties to this Agreement reserve the right to establish the requirement for a fringe benefit bond in an amount considered sufficient to guarantee fringe benefit payment. Any Employer failing to provide a bond as required above, shall be required to pay wages and fringe benefits by cashier's check until said bond is posted. Employees of any Employer required to post a bond shall be notified by the Local Union.

Effective June 1, 2010, any newly signatory employer and any delinquent employer shall be required to post a $100,000 fringe benefit bond in favor of the Trust Funds.

It shall not be a violation of this agreement for the Union to refuse to permit persons covered by this agreement to work for a delinquent employer until all such wages and fringes are paid, subject to the notification of the Chapter by the Local Union.

ARTICLE XI SUPERVISION

FOREMAN TO DIRECT
SECTION 11.1 On jobs having a Foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the Foreman.

FOREMAN QUALIFICATIONS
SECTION 11.2 A Foreman is a Journeyman who is designated by the Employer to lay out work and supervise a job and accept the responsibility of acting in this capacity under the terms of this Agreement.

A Foreman must be qualified as a Journeyman Wireman and shall be a workman covered by the terms of this Agreement.

FOREMAN LIMITATIONS
SECTION 11.3 A Foreman of one (1) job or section shall not at the same time supervise another job or section or take orders from a Foreman of another job or section.

FOREMAN TRANSFER REGARDING OVERTIME
SECTION 11.4 A Foreman shall not be transferred from one (1) job to another for the purpose of working as a Journeyman on overtime work.

FOREMAN CREW
SECTION 11.5 A Foreman is an employee in charge of a job or a section of a job. A Foreman shall be employed on all shop to job and job to shop work where there is in excess of one (1) Journeyman and an apprentice and on all site work projects where the duration of the job exceeds five (5) consecutive work days, exclusive of holidays, which eventually will require two (2) or more Journeymen. A Foreman may work with the tools. No Foreman may direct more than nine (9) Journeymen.

GENERAL FOREMAN TO DIRECT
SECTION 11.6 On jobs having a General Foreman, Foremen are not to take orders, directions or accept layout of work from anyone other than their General Foreman.

DRIVING TRUCKS BY SUPERVISION

SECTION 11.7 General Foremen and Foremen may drive Employer's vehicles and carry blueprints, specifications, plans, and other paperwork and equipment necessary to the proper control and management of a job or jobs. It shall be permissible and proper for them to transport men, tools, materials, and equipment. The occasional handling of light tools and materials shall not be construed as working with the tools.

GENERAL FOREMAN CREW

SECTION 11.8 A General Foreman is an employee in charge of a job or jobs. General Foremen shall be employed on all jobs having in excess of nine (9) Journeymen, and one (1) Foreman and on all jobs having more than one (1) Foreman regardless of the size of his crew. A General Foreman shall be permitted to supervise a second crew, not to exceed four (4) Journeymen. A General Foreman shall at no time have under his direct supervision more than forty-four (44) men, including Foremen. On jobs having in excess of forty-four (44) men, a second (2nd) General Foreman shall be employed. A General Foreman shall act in a supervisory capacity only. He shall be a Journeyman Wireman and shall be a workman covered under the terms of this Agreement.

CABLE SPLICER FOREMAN

SECTION 11.9 On any job having two (2) Cable Splicers, one (1) shall be designated as a working Foreman by the Employer. This applies to lead splicers only.

FOREMAN CALL BY NAME

SECTION 11.10 The employer shall have the right to call Foreman by name provided:

(a) the employee has not quit his previous employer within the past two weeks.
(b) the employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest priority group.
(c) when an employee is called as a Foreman he must remain as a Foreman for 1,000 hours or must receive a reduction in force.

ARTICLE XII APPRENTICES

SECTION 12.1 There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the Local Chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW).

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

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

SECTION 12.2 All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a (3 or 4) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

SECTION 12.3 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this Agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

SECTION 12.4 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

SECTION 12.5 The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

SECTION 12.6 To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The Employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

SECTION 12.7 All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

SECTION 12.8 The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 12.12.

SECTION 12.9 Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

SECTION 12.10 To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

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

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

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

SECTION 12.11 The Employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this Agreement.

SECTION 12.12 Each job site shall be allowed a ratio of 2 apprentice(s) for every 3 Journeyman Wiremen(man).

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

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

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

All other physical locations where workers report for work are each considered to be a single, separate job site.

SECTION 12.13 An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

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

SECTION 12.14 Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice

to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

SECTION 12.15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

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

SECTION 12.16 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement.

The current rate of contribution is listed in APPENDIX I. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE XIII
SAFETY / SEPARABILITY / TIMELINESS

JOB SAFETY

SECTION 13.1 On all energized circuits or equipment carrying four hundred and forty (440) volts or over, as a safety measure, two (2) or more Journeymen must work together, one (1) standing by wearing rubber gloves. When pulling and installing conductors, proper rubber goods, such as blankets, rubber snakes, etc., must be available and used.

When one (1) or more Journeymen are working on street lighting or traffic signals, and are required to be in a hazardous position due to passing vehicles, a signalman shall be employed. Said signalman shall be equipped with a red or orange jacket and a red flag.

An employer shall not permit an employee to use a powder-actuated tool until he has received training as prescribed by the manufacturer and carries a valid operator's card for the tool which he uses.

> Exception: A person who is receiving training may be permitted to operate a powder-actuated tool when he is under the supervision of his qualified instructor.

The employer shall assure that each operator is familiar with and abides by the provisions of this Article.

All jobsites, trucks, gang boxes, and shops shall be equipped with first aid kits comparable to the manpower involved.

All workmen employed under the terms of this Agreement shall observe all safety precautions in accordance with the safety orders of the State of California. They shall also observe instructions of the Employer in the matter of safety, provided such instructions are not in conflict with the safety orders of the State of California.

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

SECTION 13.2 On all jobs and in all shops there shall be a tailgate safety meeting at least once every ten (10) working days, to be conducted by the Foreman.

RADIATION HAZARDS

SECTION 13.3 On any job where workmen are exposed to radioactive materials and/or radiation in excess of one-tenth (1/10th) of the Maximum Permissible Limits (MPL) as established by the International Commission of Radiation Protection, the Employer shall employ a qualified Journeyman Radiation Monitor

when necessary, whose wage scale shall be equivalent to that of a Journeyman Wireman. Such Radiation Monitor(s) shall determine the location of hazardous zones and shall be responsible for the radiation hazards therein. He shall also be in charge of any decontamination of personnel, their tools, materials or equipment. The Radiation Monitor(s) shall make reports to the supervising electrician on the job for safety and coordination purposes.

SUBSTANCE ABUSE

SECTION 13.4 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such polices and programs must also be administered in accordance with acceptable 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.

SEPARABILITY CLAUSE

SECTION 13.5 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

CONTINUING EDUCATION

SECTION 13.7 The Parties to this agreement recognize the value of Continuing Education to the Industry and to the individual worker, and are engaged in ongoing development of Continuing Education opportunities. Any course or program covering safety, code, CPR, first aid, technical training, management or foreman training, or industry relations training offered by the Local Union, NECA, the JATC, LMCC, or any contractor or outside source approved by the Chapter or the Local Union qualifies as a component of this Program. The intent of this Program is to comply with all guidelines of Title 29, part 785, section 27 of the Code of Federal Regulations pertaining to mandatory and non-mandatory continuing education. *Any training session or meeting deemed mandatory by an Employer is compensable time at the appropriate rate of pay.

SPECIAL SKILLS AND QUALIFICATIONS

SECTION 13.8 In order to qualify for dispatch, an applicant must be in compliance with the Orange County NECA – IBEW Substance Free Workforce Program and in compliance with the California Electrician Certification statute.

CODE OF EXCELLENCE

SECTION 13.9 The parties to this agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as required by the IBEW and NECA.

SIGNED FOR THE EMPLOYER:
Orange County Chapter, National Electrical Contractors Association, Inc.

Greg Elliott
President

5/18/24
Date

Karen Prescott
Manager

5/18/24
Date

SIGNED FOR THE EMPLOYEE:
Local Union #441, International Brotherhood of Electrical Workers

John O'Neill
President

5/18/2026
Date

Neal Lauzon
Business Manager

5/18/2026
Date

Wage Package Settlement – 6/1/26-5/31/29

Date	Contract Increase
06/01/2026	$1.75*
12/28/2026	$2.35
05/31/2027	$1.90**
12/27/2027	$2.30
05/29/2028	$2.20***
01/01/2029	$2.50

NEBF is in addition to these increases

*06/01/2026: Both parties will contribute $0.09 to the JATC

**05/31/2027: Both parties will contribute $0.09 to the JATC

***05/29/2028: $0.24 will be deducted to re-establish the DB pension for 5th year apprentices

The hourly wage of all classifications whose wage is a defined percentage of the Journeyman Wireman hourly wage will adjust accordingly.

Wage package adjustment dates are consistent with the payroll month dates.

Payroll months begin with the Monday following the last Sunday of the month.