



9TH DISTRICT SOUND & COMMUNICATIONS AGREEMENT, ADDENDUM NO. 1
FINAL PROPOSAL, IBEW LOCAL 441

Term of Agreement: 12/1/2019 – 11/30/2022

Scope of Work Update

SCOPE OF WORK

i. The work covered by this Agreement shall include the installation, testing, service and maintenance, of any system that is covered by the National Electrical, National Fire Protection, and any and all other codes for the following systems which utilize the transmission and/or transference of low voltage for voice, sound, vision and digital for commercial, education, security, utility, industrial, convention center and entertainment purposes **on site, on campus, and** inside a building envelope, TV monitoring and surveillance, **UAV Systems**, background- foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, **sound reinforcement**, fire life safety, mass notification, hold-up burglar alarms, surveillance, fire stopping/sealants, audio video, other supervisory protective systems, and low voltage master clock systems. Programming shall be performed under the terms of this Agreement, except as performed by manufacturer employees for modification of catalog equipment. ADD

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

- B. **LIFE SAFETY SYSTEMS** ******(See Scope Section II for Exceptions and information pertaining to Ventura, kern, Santa Barbara and San Luis Obispo counties.)
1. Fire Alarm Systems
 2. Mass notification systems
 3. Integrated fire systems
 4. Installation and testing of all fire alarm, fire life safety equipment, including wire and cable pulling through raceways
 5. Nurse call systems
 6. Smoke evacuation and control systems

C. TELEVISION AND VIDEO SYSTEMS

- 1. Television monitoring and surveillance systems and all network-based systems
- 2. Video security systems
- 3. Video entertainment, Digital Video Signage, HD Video over IP and HDBaseT systems ADD
- 4. Video educational systems
- 5. Microwave transmission systems
- 6. CATV and CCTV
- 7. Projection systems

D. SECURITY AND SURVEILLANCE SYSTEMS

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

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

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

F. The parties to this agreement recognize that the Scope of Work in this Agreement is subject to local addendum; especially in the areas of integrated energy management and life safety systems.

G. The following items are included within the scope of work when such items are used exclusively for non-raceway systems: J-hooks; Teardrops; Trapezes (ceiling wire with horizontal support); Plastic tube, Innerduct, and flexible fabric innerduct for VDV, on occupied job sites only. Ladder Racks when used exclusively for Low Voltage Systems (See Scope Section II for exceptions). ADD

Section 3:01 (C) Change to on call rate to \$70.00 per day

(C) All employees requested to be available on call after regular hours, or on Saturday, Sunday and holidays shall receive wages at the following rate: Seventy Dollars (\$70.00) per day or applicable wage rates if required to work, with a minimum of two (2) hours' pay. WAS \$40.00

Section 3:06 Change travel time per day*:

56-65 miles	\$10.00 per day	WAS \$5.00
66-75 miles	\$15.00 per day	WAS \$10.00
76-85 miles	\$20.00 per day	WAS \$15.00

More than 85 miles - \$20.00 per day and \$10.00 per hour beginning at the 85th mile. When workmen are ordered to report directly to a jobsite or travel job to job in a personal vehicle; they shall receive travel expense in accordance with the above schedule and mileage expense at the IRS Schedule for those miles traveled which exceed 55 miles in each direction.

WAS \$15, \$7

**Does not apply to work covered under a Davis-Bacon posting that includes a travel adjusted hourly rate of pay.*

Management/Labor Representation Proposed changes

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

MANAGEMENT REPRESENTATIVE

- 2 Communication (C7) Contractors
- 2 Electrical (C10) Contractors
- 2 NECA Chapter Managers

LABOR REPRESENTATIVES

- 2 Inside Agents
- 2 IBEW Business Managers
- 2 Sound & Communications Agents

NAME
CHANGE,
ADD

Section 3:01 subsection 5 Proposed addition

(k) It will not be mandatory for an employee to accept transfer to a dispatch area other than the one they were dispatched to. Declining a transfer will not result in a "quit".

ADD

Wages increase over three (3) years with NEBF being paid by the contractors.

December 1, 2019	\$1.60 per hour
	\$1.00 to Retiree Health
December 28, 2020	\$2.85 per hour
December 27, 2021	\$3.05 per hour

Section 2.07 Designated Working Member Requirements

Modify terms for the designated working member of the firm as follows:

1. Delete the requirement to have one installer who is not a member of the firm employed at all times.
2. Allow the appointment of two workingmembers.

Updated Tool List

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

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

- Leather Pouch, Hammer
- Channel Locks 7" -720
- *Spintite Set, Flashlight
- Pocket Level, torpedo 6" or 8" Screwdriver, Blade Screwdriver, Phillips Wrench, Adjustable Crescent 6"
- **Allen Wrench Set, Wire Strippers, Tone Probe
- Vise grips Pliers
- Side cutters, 8"
- Tri-tap with changeable tap, Punch down tool
- Multi-meter / non calibrated 25' x 3/4" tape measure, Small diagonals
- Needle nose pliers, Dry wall saw, Crimping tool, Electrician Scissors

* Sizes – 3/16", 1/4", 5/16", 3/8", 7/16", 1/2"
** Sizes – .050", 1/16", 5/64", 3/32", 7/64", 5/32", 3/16", 7/32", 1/4", 5/16"
Any calibrated meter to be used will be supplied by the Contractor

ADD

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

ADD

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

The employer shall provide all Personal Protective Equipment (PPE) as defined by OSHA and/or Cal-OHSA at no charge to the employee(s). To include rain gear and FRC/NOMEX when required. When FRC/NOMEX clothing is a requirement to be worn for work in chemical plants, process plants, refineries (including pipeline work upstream or downstream), or any other facility to protect personnel from hazards such as chemical, environmental, radiological, mechanical irritants, etc. All cleaning for FRC/NOMEX will be the sole responsibility of the employer. PPE provided shall be of the appropriate size. Only new sanitary liners and clean hard hats will be furnished by the Employer. The Employer's job headquarters on every project must have a completely equipped, certified, First Aid Kit, at all times.

Section 8:01 Payment of Benefits

Contributions to the Funds shall be due and payable on or before the **fifteenth (15)** day of each month with **electronic transfer of funds by the twentieth (20)** day of each month covering hours worked by each employee through the last payroll period in the prior calendar month. Reports shall be filed regardless of whether an Employer has employed any employees in the month covered by the report. The Funds applicable for each Local Union area are named in Appendix II. The rates of all Employer contributions and wage deductions occasioned by this Agreement are shown in Appendix I. The Funds applicable for each Local Union area are named in Appendix II. Contributions are due to the local area funds in which the hours are worked.

WAS 10TH,
ADD

Class Action Lawsuits

- **Article I** – New language added regarding the grievance procedure and class action lawsuits.

ADD

The parties agree to the following clarification of the existing practice regarding the grievance procedure under the collective bargaining agreement. The parties agree that the following text does not add new conditions, but explains what has been their historical understanding and interpretation of the existing grievance procedure language. The following text makes the meaning of the existing grievance procedure language clearer:

The parties hereby confirm that all wage and hour claims that may be asserted by any employee who is employed under this Agreement shall be resolved pursuant to the grievance arbitration procedures and not in a court of law. Claims for unpaid overtime and minimum wages, failure to receive all wages due, "waiting time" penalties, missed meal and rest period premiums, reporting pay, unpaid travel and training time, failure to receive proper itemized earnings statements, and any similar or related wage and hour claims shall be resolved exclusively pursuant to the grievance and arbitration procedure set forth in this Agreement, and the arbitrator(s) hearing such statutory claims shall have the full authority to remedy any such violations in the manner provided by law. The specified claims to be resolved under this Agreement are claims based on alleged violations of California IWC Wage Order 16-2001, California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, and 1197. The parties hereby confirm their intent to incorporate each of the foregoing statutory and regulatory provisions into this Agreement, such that a violation of any of them shall be considered a violation of the Agreement.

All grievances shall be brought by the Union alone. All such grievances shall be initiated and processed exclusively by the Union in accordance with the grievance and arbitration provisions in this Agreement, and no employee shall be permitted to file or process any grievances without the approval of the Union. The employees (by and through the Union) shall be provided all substantive rights and remedies available as

well as all statute of limitations period(s) under applicable law. It is the goal of the parties to swiftly and fairly address and resolve all employee concerns, and the Employer and Union agree to work swiftly and cooperatively to resolve and remediate, if necessary, any disputes that arise.

ADD

PAGA

ADD

Article I – New language added regarding PAGA (Private Attorney General Act).

It is mutually agreed that this Agreement prohibits any and all violations of the sections of the California Labor Code that are listed in section 2699.5 of the California Labor Code and would be redressable pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Such claims will be resolved exclusively through the procedures set forth in Article I and may not be brought in a court of law or before any administrative agency such as the California Labor Commissioner. This Agreement expressly waives the

requirements of PAGA and authorizes the permanent arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency.

Amend Language Regarding Rest Periods

(1.) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees’ immediate work area.

MEETS
STANDARD
LANGUAGE

(2.) Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

(3.) A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(4.) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

(5.) The contractor may implement the rest periods described in Section 3.01(a)(1-4) in any manner consistent with the California Department of Industrial Relations’ interpretation for implementing rest periods under Industrial Wage Order 16.

Section 3.11 – Add new Subsection that states the following:

ADD

Sick Pay: The parties to this Agreement hereby agree to waive the requirements of any statute, ordinance, rule, law or regulation mandating paid sick leave for employees within its jurisdiction including, but not limited to, Article 1.5 (commencing with Section 245) of the California labor code and California labor code Section 2810.5.

Any employer who is signatory to this agreement shall not be required to comply with said statute, ordinance, rule, law or regulation, and any employee covered by this agreement shall not have any right or cause of action against any signatory employer or local union for violation of said statute, ordinance, rule, law or regulation.

Section 3:04 Shift Work

Multiple shifts of at least five consecutive days duration may be worked. Saturdays, Sundays and holidays, if worked within the shift schedule, (although paid according to section 3.02) are considered to be within the five consecutive days' duration.

- (a) The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 5:00 a.m. and 6:00 p.m., Monday - Friday. Employees on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.
- (b) The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 1:00 a.m., Monday – Friday. Employees on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate, plus an additional 17.3% for all hours worked.
- (c) The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m., Monday – Friday. Employees on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate, plus 31.4% for all hours worked.
- ~~(d) The Employer shall be permitted to adjust the starting hours by up to two (2) hours in order to meet the needs of the customer.~~
- (e) If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30a.m. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least a five (5) consecutive day duration unless mutually changed by the parties to this Agreement.
- (f) An unpaid lunch period of thirty (30) minutes shall be allowed on each shift.
- (g) 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

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