STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

SCOPE OF WORK PROVISION

FOR

LIGHT FIXTURE MAINTENANCE
MAINTENANCE ELECTRICIAN, OUTDOOR LIGHTING TECHNICIAN, SERVICEMAN, FIXTURE CLEANER

IN

ORANGE COUNTY

ELECTRICAL MAINTENANCE AGREEMENT

BETWEEN

LOCAL UNION 441

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AND

ORANGE COUNTY CHAPTER

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

COVERING

ORANGE COUNTY, CALIFORNIA

DECEMBER 1, 2000 THROUGH NOVEMBER 30, 2002

RECEIVED
Department of Industrial Relations

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Div. of Labor Statistics & Research
Chief's Office

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.

SECTION 1.5 There shall be a Labor-Management Committee of four representing the Union and four representing the Employer. 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 it's own Chairman and Secretary.

SECTION 1.6 All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 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 on both parties hereto.

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 matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II

SCOPE OF WORK

Workmen employed under the provisions of this Agreement shall maintain, repair and replace existing electrical, electronic systems, equipment, appliances, lighting fixtures and lamps.

They may perform any electrical work in occupied residences one or two family.

No new additions to existing facilities or improvement of previously unimproved space shall be covered by this Agreement.

This agreement shall not be applicable in any plant or facility which has a maintenance agreement with the I.B.E.W.

SECTION 3.3

(a) **Outdoor Lighting Technicians** shall perform the following duties: All duties described in (b) and (c), and also to include service of outdoor lighting; such as, but not limited to: parking lot lighting, area lighting, and flood lighting. Service and maintenance to include troubleshooting, repair, and replacement of defective parts and components to existing signs only. Cleaning and painting of signs and poles as required. No construction, removal, or replacing of signs shall be in the scope of this section. Persons who, in the opinion of management are qualified, may be assigned on a temporary basis to perform this work. Compensation for this work shall be at the Outdoor Lighting Technician rate.

(b) **Lighting Maintenance Servicepersons** shall perform the following duties: troubleshoot, repair and replace defective interior lighting fixture parts and other components to include reflectors, sensors and incandescent retrofit. Perform interior lighting fixture cleaning work as required.

(c) **Fixture Cleaners** shall perform the following duties: washing, cleaning, and drying of interior lighting fixtures and any related disassembly and re-assembly work involved including the removing and replacing of lamps, starters, lenses, or louvers and other duties as assigned. Ballasts may be replaced by lighting cleaners designated by management when outages are discovered during the course of washing and re-lamping a facility.

Fixture Cleaners may also be designed to change ballasts during a group re-ballasting/re-lamping in which all ballasts are replaced as part of a retrofit.

Compensation for re-ballasting shall be at a premium of $.95/hr.

ARTICLE IV

FRINGE BENEFITS

HEALTH AND WELFARE

SECTION 4.1 The Employer agrees to pay Health & Welfare benefits for each employee subject to this Agreement. These payments shall be made each month into the Orange County Electrical Industry Health & Welfare Trust Fund, jointly established for this purpose and administered in compliance with Federal and State regulations governing health and welfare plans.

The Employer agrees to pay Health and Welfare benefits for all workmen employed under the terms of this Agreement and in accordance with the following in addition to the basic wages:

Journeyman and Apprentice Maintenance Electrician:	$3.30 Per Hour
Outdoor Lighting Tech. - Service Person - Fixture Cleaner:	$2.05 Per Hour

Health & Welfare benefits shall be paid by the fifteenth (15th) day of the month following the month in which the hours were worked. Payments shall be made by check or draft, made payable to the proper depository in accordance with Article IV, Section 4.1.