

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Statistics and Research

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

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SCOPE OF WORK PROVISIONS

FOR

ELECTRICIAN:
COMMUNICATION & SYSTEM INSTALLER
COMMUNICATION & SYSTEM TECHNICIAN

IN

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA
COUNTIES.

Routing	Initials

Labor Bulletin #306

December 2, 2009

To: 9th District Sound & Communication and
Northern California & Northern Nevada Sound & Communication

From: Doug Lung, Co-Chairman, Management Trustee

Dear Contractor,

The following settlement was voted on and approved:

Addendum #2

Term: 2 years December 1, 2009 - November 20, 2011

Increase

2-A & 2-B		
Health & Welfare	.50	December 1, 2009
Health & Welfare	.50	December 1, 2010



LABOR INFORMATION

9th District
SOUND & COMMUNICATIONS
AGREEMENT
NORTHERN CALIFORNIA
Addendum #2



**NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION
AND
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

EFFECTIVE

December 1st, 2006 – November 30th, 2009

RECEIVED
Department of Industrial Relations

FEB 01 2007

Div. of Labor Statistics & Research
Chief's Office

**The 9th District Agreement
Northern California
Addendum No. 2
Sound & Communications Agreement**

**Between The International Brotherhood of Electrical Workers
& The National Electrical Contractors Association
December 1, 2006 through November 30, 2009**

The Northern California Addendum Number Two ("Addendum No. 2") is by and between the signatory NECA Chapters and signatory IBEW Local Unions. This agreement is an addendum to the 9th District Sound and Communications Agreement which covers California, Oregon, Nevada and Washington. As used in this Addendum, the term "Chapter" shall mean signatory NECA Chapters and the term "Union" shall mean signatory IBEW Local Unions. The term "Addendum" shall refer to the Northern California Addendum Number Two.

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

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

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

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

SCOPE (9TH DISTRICT MASTER AGREEMENT)

(Refer to Addendum for any regional changes)

The work covered by this Addendum may be performed within the geographical jurisdiction of the following Local Unions: 6, 100, 180, 234, 302, 332, 340, 551, 595, 617, and 684.

The work covered by this Agreement shall include the installation testing, service, and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission,

multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

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

B. FIRE ALARM SYSTEMS *

1. Installation, wire pulling and testing

C. Television and Video Systems

1. Television monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV

D. Security Systems

1. Perimeter security systems
2. Vibration sensor systems
3. Card access systems
4. Access control systems
5. Sonar/Infrared monitoring equipment

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

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

F. This will serve to clarify that the following items are included within the scope of work permitted under this Addendum: J-hooks; Teardrops; Trapezes

(ceiling wire with horizontal support – i.e. EMT): Innerduct for VDV on occupied job sites only.

II. This Agreement specifically excludes the following work:

A. Raceway systems are not covered under the terms of this Agreement (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems.

For Addendum No. 2 only: Raceway systems on new construction or major renovation projects when an electrical contractor is on site are not covered under the terms of this Addendum except for those listed in Item I(F), above. Chases, sleeves, and/or nipples (not to exceed 10 feet) may be installed on open wiring systems.

B. Energy management systems.

The complete installation of nonintegrated energy management systems, computer systems in industrial applications such as process controls, assembly lines, robotics, and computer-controlled manufacturing systems, and all HVAC control work up to the first point of connection to the multipurpose integrated system if so connected shall not be a part of this Addendum.

C. Life Safety Systems (all buildings having floors located more than 75 feet above the lowest floor level having building access) in the Northern California Addendum No. 2 shall be excluded from this Agreement unless the parties in any area signatory to the Addendum mutually agree that the Sound and Communications portion only of a Life Safety System may be performed under this Agreement. Except in San Francisco, when required by the manufacturers that distribute through authorized dealerships and franchises or required by specification - terminating, programming, testing and start-up may be performed under this Agreement.

D. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the scope).

E. *Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the equivalent current Inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen when either of the following two (2) conditions apply:

1. The project involves new or major remodel Building Trades construction.
2. The conductors for the fire alarm systems are installed in conduit.

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

Prior to the effective date of this Agreement, each Local Union/Chapter jurisdiction shall make a determination of who has historically performed fire alarm work in that particular jurisdiction. When there is a mutual agreement by Labor and Management that the work has historically been performed and is currently being performed by Inside Wiremen, then

the equivalent Inside wage and fringe benefit rate shall be paid on major remodel and Building Trades projects. In those areas where there is no mutual agreement, the technician's rate shall apply. It shall be the responsibility of each individual Local Union/NECA Chapter jurisdiction to make the results of the local determination available to the International Office of the IBEW and to affected employers prior to the effective date of this Agreement. (For Work in San Francisco County/City, Refer to Memorandum of Understanding - Scope of Work.)

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

MANAGEMENT REPRESENTATIVES	LABOR REPRESENTATIVES
2 communication contractors	2 senior technicians
2 electrical contractors	2 electricians
2 NECA Chapter Managers	2 IBEW Business Managers

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

It shall be the function of the Scope Review Committee to consider and review various system technologies and to make recommendations to the parties to this agreement or addendums. The Scope Review Committee is not authorized to interpret this agreement, or addendums, in the event of a dispute over the Scope of Work. All grievances or questions in dispute shall be adjusted pursuant to Sections 1:06-1:09 of this agreement.

SCOPE (NORTHERN CALIFORNIA ADDENDUM 2)

The work covered by this Agreement shall include the installation, testing, service, programming and maintenance, of all VDV systems which utilize the transmission and/or transference of voice, sound, vision or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems. Programming may be performed under the terms of this agreement when qualifications and/or certification(s) are approved by the Contractor.

This agreement specifically includes the following work:

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

- B. TELEVISION AND VIDEO SYSTEMS**
 - 1. Television monitoring and surveillance systems
 - 2. Video security systems
 - 3. Video entertainment systems
 - 4. Video educational systems
 - 5. Microwave transmission systems
 - 6. CATV and CCTV

- C. SECURITY SYSTEMS**
 - 1. Perimeter security systems
 - 2. Vibration sensor systems
 - 3. Card access systems
 - 4. Access control systems
 - 5. Sonar/Infrared monitoring equipment

- D. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)**
 - 1. SCADA (Supervisory Control and Data Acquisition)
 - 2. PCM (Pulse Code Modulation)
 - 3. Inventory Control Systems
 - 4. Digital Data Systems

5. Broadband and Baseband and Carriers
6. Point of Sale Systems
7. VSAT Data Systems
8. Data Communication Systems
9. RF and Remote Control Systems
10. Fiber Optic Data Systems

E. Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the equivalent current Inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen when either of the following two (2) conditions apply:

1. The project involves new or major remodel Building Trades construction.
2. The conductors for the fire alarm systems are installed in conduit.

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

Prior to the effective date of this Agreement, each Local Union/Chapter jurisdiction shall make a determination of who has historically performed fire alarm work in that particular jurisdiction. When there is a mutual agreement by Labor and Management that the work has historically been performed and is currently being performed by Inside Wiremen, then the equivalent Inside wage and fringe benefit rate shall be paid on major remodel and Building Trades projects. In those areas where there is no mutual agreement, the technician's rate shall apply. It shall be the responsibility of each individual Local Union/NECA Chapter jurisdiction to make the results of the local determination available to the International Office of the IBEW and to affected employers prior to the effective date of this Agreement. (For Work in San Francisco County/City, Refer to Memorandum of Understanding - Scope of Work.)

F. VDV SUPPORT SYSTEMS SUCH AS DATA-TRACK, INNERDUCT, OR SIMILAR TYPE RACEWAYS AND LADDER RACK INTENDED SPECIFICALLY FOR THE ABOVE LISTED SYSTEMS.

II. This Agreement specifically excludes the following work:

A. Raceway systems on new construction or major renovation projects when an electrical contractor is on site are not covered under the terms of this Agreement except for those listed in Item I.F, above. Chases, sleeves and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems.

B. The complete installation of non-integrated Energy Management Systems, computer systems in industrial applications such as process controls, assembly lines, robotics, and computer controlled manufacturing systems, and all HVAC control work up to the first point of connection to the multipurpose integrated system if so connected shall not be a part of this Agreement.

C. Life Safety Systems (not intrinsic to nurse call systems listed in Item I.A, above) shall be excluded from this Agreement.

D. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the scope).

Nothing contained in this SCOPE or any other section of this agreement shall prevent, a contractor who is signatory to an Inside Agreement in the jurisdiction of the Site Local Union from performing VDV work under the terms and conditions of that Inside Agreement.

BASIC PRINCIPLES

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

**MEMORANDUM OF UNDERSTANDING
IN THE SOUND & COMMUNICATIONS, 9TH DISTRICT AGREEMENT &
NORTHERN CALIFORNIA & NORTHERN NEVADA
ADDENDUM #2 (A, B, C, & D)**

DATE: March 22, 2005

TO: ALL SIGNATORY CONTRACTORS AND LOCAL IBEW UNIONS
FROM: LABOR-MANAGEMENT COMMITTEE OF ADDENDUM #2

SUBJ: SCOPE AND SHIFT LANGUAGE

1. It is understood that the intent of the negotiated language is as follows:

- a. Contractors at their option can choose between the Scope (9th District Master Agreement) or Scope (Northern California/Nevada Addendum #2) Language on a per job basis.
- b. Contractors at their option can choose between 3:04.I Shift (9th District Master Agreement) or 3:04.II Shift (Northern California/Nevada Addendum #2) Language on a per job basis.

Signed for I.B.E.W.:



Bruce P. Courley 3/24/05
Name Date

Signed for NECA:



Gary P. Walker 3/24/05
Name Date