

STATE OF CALIFORNIA

Arnold Schwarzenegger, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

ELECTRICIAN:
COMMUNICATION & SYSTEM INSTALLER
COMMUNICATION & SYSTEM TECHNICIAN
SOUND ELECTRICIAN (LOS ANGELES COUNTY ONLY)

IN

INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE,
SANTA BARBARA, SAN BERNARDINO, SAN LUIS OBISPO, AND
VENTURA COUNTIES

61-X-7
(So. Cal)

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Div. of Labor Statistics & Research
Chief's Office

Southern California

9th District Sound & Communications Agreement

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

By and Between

International Brotherhood of Electrical Workers

And

National Electrical Contractors Association

December 1, 2004 to November 30, 2007

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

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

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

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

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

SCOPE

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

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

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

B. FIRE ALARM SYSTEMS *

1. Installation, wire pulling and testing

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

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

- E. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)
 - 1. SCADA (Supervisory Control and Data Acquisition)
 - 2. PCM (Pulse Code Modulation)
 - 3. Inventory Control Systems
 - 4. Digital Data Systems
 - 5. Broadband and Baseband and Carriers
 - 6. Point of Sale Systems
 - 7. VSAT Data Systems
 - 8. Data Communication Systems
 - 9. RF and Remote Control Systems
 - 10. Fiber Optic Data Systems

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

- G. This will serve to clarify that the following items are included within the scope of work permitted under this Addendum when such items are used exclusively for non raceway systems: J-hooks; Teardrops; Trapezes (ceiling wire with horizontal support); Interduct for VDV on occupied job sites only.

II. This Agreement specifically excludes the following work:

- A. **Raceway systems** are not to be installed under the terms of this Agreement.

- B. **Energy Management systems** are not to be installed under the terms of this Agreement

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

- D. SCADA (Supervisory Control and Data Acquisition) where not intrinsic to the above listed systems (in the Scope) are not to be installed under the terms of this Agreement.
- E. *Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the equivalent current Inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen when either of the following two (2) conditions apply:
 1. The project involves new or major remodel Building construction.
 2. The conductors for the fire alarm systems are installed in conduit.

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

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

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

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

MANAGEMENT REPRESENTATIVES

LABOR REPRESENTATIVES

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

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

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

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

BASIC PRINCIPLES

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



LABOR-MANAGEMENT COMMITTEE

IBEW LOCAL UNION #11-NECA LOS ANGELES COUNTY CHAPTER
675 S. ARROYO PARKWAY • SUITE 300 • PASADENA, CA 91105
(626)792-6322 • FAX (626)792-6372



October 18, 2005

Ms. Maria Robbins, Chief
Division of Labor Statistics and Research
State of California
PO Box 420603
San Francisco, CA 94142-0603

Dear Ms. Robbins:

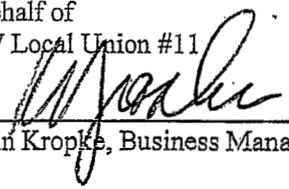
The Los Angeles County Chapter, NECA and IBEW Local Union #11 are in agreement that the majority of fire alarm installations, excluding raceway systems, are performed under the Ninth District Sound and Communications Agreement in Los Angeles County.

Given that the industry is moving in the direction of combination systems that integrate fire alarm, intrusion and burglar alarm systems, we believe that the industry would be best served by reconsidering the prior determination to reflect the work as it is currently being performed.

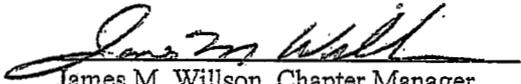
Raceway systems throughout Los Angeles County continue to be installed at the Inside Wireman rate of pay.

Sincerely,

On behalf of
IBEW Local Union #11


Marvin Kropke, Business Manager

On behalf of
Los Angeles County Chapter, NECA


James M. Willson, Chapter Manager

Cc: Mr. John Rae, Acting Director
Mr. Sylvester Rojas
Mr. David Marr

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