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1,450 workers  
40 pgs.

**INSIDE  
AGREEMENT  
2000-2003  
between  
International Brotherhood  
of  
Electrical Workers  
AFL-CIO  
and  
The San Diego County Chapter  
National Electrical Contractors Association Inc.  
Covering  
San Diego and Imperial Counties  
California  
Effective June 1, 2000 through May 31, 2003**

## INDEX

Age Clause -----	16
Annuity -----	34
Appeals Committee.....	29
Apprenticeship and Training -----	30
Audits -----	35
Basic Principles -----	4
Beat the Heat -----	18
Cable Splicers -----	26
Cancellation -----	12
Code -----	9
Contracting Labor with Electricians -----	9
Contractor Definition and Qualifications -----	6
Cooperative Fund -----	38
Cope-----	36
Council on Industrial Relations -----	4
Disputes -----	5
Drinking Water -----	27
Dues Deduct -----	36
Effective Date -----	4
Employer Reports -----	35
Employer Violation -----	8
Equipment Signs -----	17
Explosive Activated Tool -----	26
Favored Nations -----	8
Foreman and General Foreman -----	22
Gas Mask Compressed Air -----	25
Grievance -----	5
Handling Material -----	25
Health and Welfare -----	34
Height Premium Work -----	25
Holidays (see Overtime) -----	18
Hours -----	18
Inclement Weather -----	23
Insurance -----	7
Journeyman Training -----	27
Labor Day -----	19
Labor Management -----	5
Labor-Management Cooperative Fund-----	37
Lay-Off Pay -----	23
License -----	6
Loaning Borrowing Employees -----	17
Management Rights -----	6
Modified Shift -----	23
National Electrical Benefit Fund -----	33
National Electrical Industry Fund -----	37
New Employees -----	17
Non Discrimination -----	37
Overtime -----	18
Payday -----	19

INDEX (continued)

Pension -----	34
Prevailing Rate -----	21
Radiation Hazards -----	26
Rates - Wages -----	19
Referral Procedure -----	27
Safety -----	26
S.D. Elec. Ind. Trng. & Manpower Dev. Trust-----	35
Separability -----	37
Shift Work -----	23
Shorter Work Day -----	25
Spread the Work -----	25
Stewards -----	9
Substance Abuse Program-----	36
Surety -----	7
Surety Bond (sample) -----	39
Termination Slips-----	23
Tools -----	16
Travel and Subsistence Pay -----	22
Tunnel Work-----	24
Union Access -----	16
Union Discipline -----	8
Union Removal -----	9
Union Security -----	16
Vehicles -----	22
Wages (see Rates) -----	19
Work Corrections -----	17
Work Scope -----	24

## AGREEMENT

Agreement by and between the San Diego County Chapter, National Electrical Contractors Association and Local Union 569, I.B.E.W.

It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the San Diego County Chapter, National Electrical Contractors Association and the term "Union" shall mean Local Union 569, I.B.E.W.

The term "Employer" shall also mean an individual firm who has been recognized by an Assent to 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" and "Union" and the Public. Progress in the industry demands a mutuality of confidence between the "Employer" and "Union". All will benefit by continuous peace and by the adjusting of any differences by rational, common sense methods. To these ends, this Agreement is made.

## ARTICLE I – (MODIFIED CIR) EFFECTIVE DATE – CHANGES – GRIEVANCES -- DISPUTES

**Section 1.01.** This Agreement shall take effect June 1, 2000, and shall remain in effect until May 31, 2003, 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.

**Section 1.02.** (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 ninety (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 the failure to negotiate a renewal or modification of this agreement that remain on the 20<sup>th</sup> of the month preceding the next regular meeting of the Council on Industrial Relations 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 decisions 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 1.03.** 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 IBEW for approval, the same as this Agreement.

## **GRIEVANCES - DISPUTES**

**Section 1.04.** During the term of this Agreement, 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 1.05.** There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (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 1.06.** 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 forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

**Section 1.07.** 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 1.08.** 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 1.09.** 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.

**Section 1.10. (a)** All grievances or disputes brought by either party under Article I, Section 1.04 shall be filed within seven (7) working days of the occurrence, giving rise to the grievance or dispute. The seven (7) working day period shall not commence to run until the date the aggrieved learned or reasonably should have learned that he or she had grounds for a complaint or grievance. In no event, however, shall any grievance be filed later than thirty (30) days following the alleged violation on which the grievance is based.

(b) Should any party to this Agreement engage in or initiate any legal proceedings attacking, challenging or seeking to set aside either as a whole or in part the final decision of an arbitration body established pursuant to this Agreement, or who causes any action to be brought before any court or administrative body in contravention of this Section, who is unsuccessful in such endeavor, shall pay the reasonable costs in attorneys' fees of the party prevailing in such action or litigation. The amount of the cost in attorneys' fees to be paid by the person engaging in legal or administrative proceedings seeking to set aside a final and binding arbitration decision rendered pursuant to the terms of this Agreement, shall be determined by the Labor-Management Committee or the CIR, which ever is applicable. Nothing contained in this Section shall be construed to impose a legal or contractual obligation upon any person employed under the terms of this Agreement with respect to the payment of attorneys' fees, absent statutory or legal authority to the contrary.

## **ARTICLE II EMPLOYER RIGHTS - UNION RIGHTS**

**Section 2.01. Contractor Qualifications.** (a) Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. An Employer who contracts for electrical work is a person, firm or corporation, whose principal business is that of electrical contracting, having these qualifications and maintaining a permanent place of business and a suitable financial status to meet payroll requirements. To determine financial responsibility, each Employer requesting an Agreement must submit a financial statement prepared by a Certified Public Accountant. The Employer's place of business shall be manned during the regular working hours or have connected thereto a telephone answering service.

**Section 2.01 (b) Employers Working on the Jobsite.** Not more than one (1) member of a firm (Employer) shall be permitted to work with the tools at any time on work covered by this Agreement. Such working member of the firm (Employer) shall have certain qualifications, knowledge, experience, and shall perform work only during the regular working hours under the terms of this Agreement.

**Section 2.01 (c) Working Member of the Firm.** Section 2.01 requires that a firm must have suitable financial status to meet payroll requirements. To insure the continued financial responsibility of the firm, if a firm should designate one of its members who does not have a substantial financial interest in the firm, a working member of the firm; the firm must include along with the written notice to the Union the personal guarantee of such member. Such guarantee shall cover all payroll requirements of the firm, including the payment of all wages and fringe benefits due.

**Section 2.01 (d) License.** Members of the Union, except those meeting the requirement of "Employer" as defined herein, shall not contract for any electrical work. Any member of the IBEW possessing a C-10 license while subject to employment under terms of this Agreement, shall maintain same on an inactive status.

**Section 2.02. Management Rights.** 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.

**Section 2.03. (a) INSURANCE.** 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 this State, and shall furnish satisfactory proof of such to the Union. He shall make payments to the California Unemployment Compensation Commission for all employees covered by the terms of this Agreement.

**Section 2.04. SURETY.** It is agreed that the Employer will post a surety bond or cash deposit in the amount of \$10,000.00 as surety for the foregoing, either in the form of cash or in the form of a surety bond. If said sum be posted in cash, it shall be deposited in a Trust Account usable for the purposes outlined below. The bond shall provide that it may not be terminated without fifteen (15) days prior written notice to the Employer and the Local Union. The aforesaid cash or surety bond is specifically intended to assure payment forthwith, to the extent of said cash or bond pursuant to monetary awards by any or all of the following agencies:

1. The Trustees of the San Diego Electrical Health and Welfare Trust.
2. The San Diego Employees Benefit Board for 3% Pension payments to the National Electrical Benefit Fund.
3. The San Diego Electrical Pension Trust.
4. The California State Labor Commissioner.
5. The San Diego Electrical Joint Apprenticeship and Training Trust. (See sample of form required of bonding company at end of Agreement.)

Each Employer is required to provide proof to the Labor-Management Committee that their firm has a \$10,000.00 Surety Bond in effect.

(b) The Labor-Management Committee and/or the Council on Industrial Relations, as the case may be, shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond directly to the affected employees and direct payments of delinquent fund contributions from the Bond directly to the Trustees of the affected funds or to their designated agents.

**Section 2.05.** 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 construction work within the jurisdiction of the Union on all present and future jobsites, if and when a majority of the Employer's employees authorizes the Union to represent them in collective bargaining.

**Section 2.06. (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 an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or fund trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

(d) INDEMNIFICATION. Local Union 569, IBEW shall indemnify and hold harmless the San Diego County Chapter, NECA, its Board of Directors, Committees, individual members and all their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the presence of Section 2.06 in this Agreement or from the implementation of Section 2.06 in this Agreement, regardless of whether the claims, damages, losses and expenses are caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party indemnified hereunder.

**Section 2.07.** 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.

**Section 2.08.** The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry 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.



**Section 2.09.** Employers shall not loan their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skills are not available through the Referral Procedure.

**Section 2.10.** No applicant or employee while he remains subject to employment by Employers operating under this Agreement shall be recognized as a contractor for the performance of any electrical work.

**Section 2.11. CODE.** Electricians shall install all electrical work in accordance with municipal rules and code regulations, also contract specifications and in a safe and workmanlike manner.

**Section 2.12. (a)** The Union has the right to discipline its members for violation of its laws, rules and agreements.

(b) Whenever any electrician is to be removed from a shop or job by the Union for disciplinary reasons, the Business Manager of the Union shall give the individual Employer involved one (1) day's notice in advance of such removal. Disagreement by the Employer to such removal shall be subject to the grievance provisions of this Agreement.

**Section 2.13. Stewards.**

(a) NUMBER OF STEWARDS IN A SHOP. Union may appoint a maximum of one (1) Shop Steward per shop.

(b) STEWARDS ON JOBSITES. Union may appoint Stewards on jobs with five (5) electricians or more.

(c) TERMINATION FOR CAUSE - (DISCHARGE/FIRED)

1. Employers may discharge a Steward for cause. Discharge for cause shall be tendered in writing on a termination slip, with a copy to the Steward, a copy to the Business Manager and a copy to the Employer.

2. Subsequent to discharge and within two (2) working days, the Employer and the Business Manager shall discuss possible alternatives, but in no case shall such discussion be binding on either party.

3. Either party to the Agreement shall not waive their right to grieve such discharge under the grievance procedure of the Agreement.

d. TERMINATION DUE TO REDUCTION OF FORCE - (LAYOFF)

1. Shops which only employ Journeymen Wiremen and Apprentices may lay off a Steward at any time.

2. For shops which employ classifications other than Journeymen Wiremen and Apprentices and which employ five (5) or less electricians, the Employer may lay off a Steward without prior approval of the Business Manager.

3. For shops which employ classifications other than Journeymen Wiremen and Apprentices and which employ six (6) or more electricians, the Employer shall consult with the Business Manager prior to layoff.

4. Disagreement on layoff between the Employer and Business Manager shall be referred to the Expedited Arbitration Procedure for Stewards established by the parties in (h) of this Section.

e. TRANSFER FROM JOB TO JOB WITHIN A SHOP.

1. The Employer shall have the right to transfer a Steward within a shop up to a maximum of five (5) days without notifying the Business Manager.
2. For any transfer of a Steward of six (6) days or more, from the job to which he was appointed, the Employer shall consult with the Business Manager on or before the fifth (5th) day after transfer.
3. Disagreement over a transfer between the Employer and Business Manager shall be referred to the Expedited Arbitration Procedure for Stewards established by the parties in (h) of this Section.

f. NOTIFICATION TO THE BUSINESS MANAGER.

In relation to Sections (c), (d) and (e) above, the Business Manager shall be given forty-eight (48) hours' verbal notice of a Steward's termination or transfer. The Employer shall confirm a Steward's discharge in writing.

g. RELATIONSHIP TO THE OWNER/CUSTOMER.

1. On projects where the owner/customer personnel may be working in close proximity to the construction activities, the Union agrees that Stewards will not interfere with the owner/customer's personnel.
2. Where the work being performed by the owner/customer personnel is normally covered under the terms and conditions of this Agreement or could directly impact the health and/or safety of workers covered by this Agreement, the Steward will notify the Foreman and the Business Manager.
3. The Steward shall not interfere or question decisions of the owner/customer regarding award of work assignments or the operations of the customer's business. Questions regarding the assignment of work shall be referred to the Business Manager. Further, the Steward shall only be concerned with the employees of the Steward's Employer, but may inquire of electricians not employed by the Steward's Employer about their Union affiliation.

h. EXPEDITED ARBITRATION PROCEDURE FOR STEWARDS.

1. Where an unresolved issue exists regarding layoff or transfer which arise from or pertain to Sub-sections (d) and/or (e) of this Section, the Employer and the Business Manager shall meet within two (2) working days to address unresolved issues.

2. A Steward Arbitration Committee is hereby established; composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or NECA and one (1) public member appointed by the parties.
3. It shall be the sole function of the Steward Arbitration Committee to consider any unresolved issue arising from Subsection (h) (1). The Steward Arbitration Committee shall have the power to make final and binding decisions on matters presented. The Steward Arbitration 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 provisions of this Agreement.
4. Necessary compensation for the Public Member of the Steward Arbitration Committee shall be borne equally by NECA or the Employer, and the Union.

This document is intended as a guideline and as a means to clarify the meaning and intent of Article II, Section 2.10, the Stewards' Clause. Further, this document is intended to be a dynamic, fluid and practical document which can be mutually changed or amended at any time by the parties to the Agreement.

**Qualifications of an Effective Steward:**

1. Human relations skill
2. Ability to mediate differences
3. Communications/listening skills
4. Equitability, flexibility and fairness
5. A general knowledge of:
  - a. safe work practices
  - b. the Labor Agreement
  - c. labor law
  - d. ways to provide guidance to Employers and employees alike regarding the fair application of the Labor Agreement.

**Duties and Responsibility of the Steward to Represent the Union:**

1. To understand the Labor Agreement and ensure that the Labor Agreement is being followed by the Employer and the Union members alike.
2. To administer the provisions of the Agreement.
3. To communicate, discuss and resolve employee jobsite problems.
4. To assist the Employer in building a spirit of cooperation and labor/management harmony on the jobsite and educate Union electricians on their responsibility to the industry and the customer.
5. Assist the Union in: a. informing members about union policies; b. encouraging attendance at union meetings; c. filing grievances when necessary, through proper methods and procedures; d. promoting the jobsite safety; e. addressing general concerns of union members on the jobsite.
6. In relation to jurisdiction: The Steward should protect the Union's jurisdiction, without involving the customer or owner by: a. Investigating any alleged problems; b. If appropriate, attempt to correct the problem with the Foreman; c. Reporting jurisdictional problems requiring further efforts to the Business Manager or his representative.
7. Protect and improve the image of the unionized industry.

8. Provide a positive image on the jobsite for others to follow.

Duties and Responsibility of the Steward to the Employer:

1. Show flexibility in dealing with jobsite problems and work requirements, within the context of the Labor Agreement.
2. Encourage that a fair day's work is done.
3. Encourage improved communications and understanding with the Employer by promoting a cooperative relationship.
4. Assist the Foreman in communicating with employees.
5. Work with the Foreman to address grievances and other problems.
6. The Steward's duties should be kept to a minimum during the normal work hours, by communicating with the Foreman to establish what is considered ". . . time necessary for pursuit of Union business, . . ."
7. Advise the jobsite representative, Foreman/General Foreman, on the proper methods of employee termination, if needed.

A Procedure to Address Problem Situations Between the Steward and Jobsite Management:

1. Unresolved issues should be referred to Top Management by the Foreman and to the Business Manager by the Steward.
2. Top Management, the Business Manager, the Steward and the Foreman shall attempt to resolve the issue.
3. If the matter cannot be resolved, the Business Manager and NECA Chapter Manager shall meet to resolve the issue.
4. It is the intent of the parties to complete the first three steps of this procedure within two (2) working days, if practical.
5. If the matter cannot be resolved by the Business Manager and NECA Chapter Manager, the matter shall be referred to the Labor-Management Committee, who shall meet to resolve the issue within forty-eight (48) hours.
6. Any deadlock on the matter shall be referred to the CIR under the provisions of Article I of the Agreement.

The Union has the right to appoint Stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by any Employer because of his faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union.

- (a) NUMBER OF STEWARDS IN A SHOP. Union may appoint a maximum of one (1) Shop Steward per shop.
- (b) STEWARDS ON JOBSITES. Union may appoint Stewards on jobs with five (5) electricians or more.
- (c) TERMINATION FOR CAUSE - (DISCHARGE/FIRED)

1. Employers may discharge a Steward for cause. Discharge for cause shall be tendered in writing on a termination slip, with a copy to the Steward, a copy to the Business Manager and a copy to the Employer.

2. Subsequent to discharge and within two (2) working days, the Employer and the Business Manager shall discuss possible alternatives, but in no case shall such discussion be binding on either party.

3. Either party to the Agreement shall not waive their right to grieve such discharge under the grievance procedure of the Agreement.

d. TERMINATION DUE TO REDUCTION OF FORCE - (LAYOFF)

1. Shops which only employ Journeymen Wiremen and Apprentices may lay off a Steward at any time.

2. For shops which employ classifications other than Journeymen Wiremen and Apprentices and which employ five (5) or less electricians, the Employer may lay off a Steward without prior approval of the Business Manager.

3. For shops which employ classifications other than Journeymen Wiremen and Apprentices and which employ six (6) or more electricians, the Employer shall consult with the Business Manager prior to layoff.

4. Disagreement on layoff between the Employer and Business Manager shall be referred to the Expedited Arbitration Procedure for Stewards established by the parties in (h) of this Section.

e. TRANSFER FROM JOB TO JOB WITHIN A SHOP.

1. The Employer shall have the right to transfer a Steward within a shop up to a maximum of five (5) days without notifying the Business Manager.

2. For any transfer of a Steward of six (6) days or more, from the job to which he was appointed, the Employer shall consult with the Business Manager on or before the fifth (5th) day after transfer.

3. Disagreement over a transfer between the Employer and Business Manager shall be referred to the Expedited Arbitration Procedure for Stewards established by the parties in (h) of this Section.

f. NOTIFICATION TO THE BUSINESS MANAGER.

In relation to Sections (c), (d) and (e) above, the Business Manager shall be given forty-eight (48) hours' verbal notice of a Steward's termination or transfer. The Employer shall confirm a Steward's discharge in writing.

g. RELATIONSHIP TO THE OWNER/CUSTOMER:

1. On projects where the owner/customer personnel may be working in close proximity to the construction activities, the Union agrees that Stewards will not interfere with the owner/customer's personnel.
2. Where the work being performed by the owner/customer personnel is normally covered under the terms and conditions of this Agreement or could directly impact the health and/or safety of workers covered by this Agreement, the Steward will notify the Foreman and the Business Manager.
3. The Steward shall not interfere or question decisions of the owner/customer regarding award of work assignments or the operations of the customer's business. Questions regarding the assignment of work shall be referred to the Business Manager. Further, the Steward shall only be concerned with the employees of the Steward's Employer, but may inquire of electricians not employed by the Steward's Employer about their Union affiliation.

h. EXPEDITED ARBITRATION PROCEDURE FOR STEWARDS.

1. Where an unresolved issue exists regarding layoff or transfer which arise from or pertain to Sub-sections (d) and/or (e) of this Section, the Employer and the Business Manager shall meet within two (2) working days to address unresolved issues.
2. A Steward Arbitration Committee is hereby established; composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or NECA and one (1) public member appointed by the parties.
3. It shall be the sole function of the Steward Arbitration Committee to consider any unresolved issue arising from Subsection (h) (1). The Steward Arbitration Committee shall have the power to make final and binding decisions on matters presented. The Steward Arbitration 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 provisions of this Agreement.
4. Necessary compensation for the Public Member of the Steward Arbitration Committee shall be borne equally by NECA or the Employer, and the Union.

This document is intended as a guideline and as a means to clarify the meaning and intent of Article II, Section 2.10, the Stewards' Clause. Further, this document is intended to be a dynamic, fluid and practical document which can be mutually changed or amended at any time by the parties to the Agreement.

Qualifications of an Effective Steward:

1. Human relations skill
2. Ability to mediate differences
3. Communications/listening skills
4. Equitability, flexibility and fairness
5. A general knowledge of:
  - a. safe work practices
  - b. the Labor Agreement

- c. labor law
- d. ways to provide guidance to Employers and employees alike regarding the fair application of the Labor Agreement.

#### Duties and Responsibility of the Steward to Represent the Union:

1. To understand the Labor Agreement and ensure that the Labor Agreement is being followed by the Employer and the Union members alike.
2. To administer the provisions of the Agreement.
3. To communicate, discuss and resolve employee jobsite problems.
4. To assist the Employer in building a spirit of cooperation and labor/management harmony on the jobsite and educate Union electricians on their responsibility to the industry and the customer.
5. Assist the Union in: a. informing members about union policies; b. encouraging attendance at union meetings; c. filing grievances when necessary, through proper methods and procedures; d. promoting the jobsite safety; e. addressing general concerns of union members on the jobsite.
6. In relation to jurisdiction: The Steward should protect the Union's jurisdiction, without involving the customer or owner by: a. Investigating any alleged problems; b. If appropriate, attempt to correct the problem with the Foreman; c. Reporting jurisdictional problems requiring further efforts to the Business Manager or his representative.
7. Protect and improve the image of the unionized industry.
8. Provide a positive image on the jobsite for others to follow.

#### Duties and Responsibility of the Steward to the Employer:

1. Show flexibility in dealing with jobsite problems and work requirements, within the context of the Labor Agreement.
2. Encourage that a fair day's work is done.
3. Encourage improved communications and understanding with the Employer by promoting a cooperative relationship.
4. Assist the Foreman in communicating with employees.
5. Work with the Foreman to address grievances and other problems.
6. The Steward's duties should be kept to a minimum during the normal work hours, by communicating with the Foreman to establish what is considered ". . . time necessary for pursuit of Union business, . . ."
7. Advise the jobsite representative, Foreman/General Foreman, on the proper methods of employee termination, if needed.

#### A Procedure to Address Problem Situations Between the Steward and Jobsite Management:

1. Unresolved issues should be referred to Top Management by the Foreman and to the Business Manager by the Steward.
2. Top Management, the Business Manager, the Steward and the Foreman shall attempt to resolve the issue.
3. If the matter cannot be resolved, the Business Manager and NECA Chapter Manager shall meet to resolve the issue.

4. It is the intent of the parties to complete the first three steps of this procedure within two (2) working days, if practical.
5. If the matter cannot be resolved by the Business Manager and NECA Chapter Manager, the matter shall be referred to the Labor-Management Committee, who shall meet to resolve the issue within forty-eight (48) hours.
6. Any deadlock on the matter shall be referred to the CIR under the provisions of Article I of the Agreement.

**Section 2.14.**

(a) The representatives of the Union shall be allowed access to any shop or any job where electricians are employed under the terms of this Agreement, provided there will be no interference with any work being performed. The Employer shall be notified in advance of any jurisdictional meeting at the jobsite.

(b) The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them provided the Employer furnishes the necessary lockers, tool boxes, or other safe place of storage.

**Section 2.15. (a)** It shall not be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee for an employee to refuse to cross a lawfully established primary picket line whether at the premises of another Employer or the employee;s own Employer.

(b) Any employee exercising such right shall carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for by the Employer.

**Section 2.16.** There shall be no limit on production of workmen or restriction on the safe use of proper tools or equipment and there shall not be any task or piece work.

**Section 2.17.** Journeymen Cable Splicers shall furnish all required hand tools. Journeymen Wiremen shall provide themselves with all hand tools necessary to perform their work. Employers shall furnish all other necessary tools and equipment, including power tools.

Electricians will be held responsible for the tools and equipment issued to them, providing the Employer furnishes the necessary lockers, tool boxes, or other safe places for storage.

Contractors shall provide hard hats. Employees will sign out hard hats from Employer; if hard hat is lost, employee shall be responsible for replacement.

**Section 2.18.** 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 31st day following the date of their employment or the effective date of this Agreement, whichever is later.

**Section 2.19.** On all jobs having five (5) or more Journeymen, at least every fifth (5th) Journeyman if available, shall be fifty-five (55) years of age or over.



**Section 2.20.** (a) 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 (b) of this Section, will be sufficient cause of the cancellation of this 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.

(b) 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 Local Unions 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.

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

**Section 2.21.** A journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of electricians who fail to adjust improper workmanship, and the Union assumes responsibility for the enforcement of this provision. (The Union will continue to investigate all claims made under this Section.)

**Section 2.22. EQUIPMENT SIGNS.** All Employer equipment using public streets and driven by electricians under the terms of this Agreement shall bear identification signs, seals, decals or stickers of not less than one hundred and forty-four sq. in. (144 sq. in.) in area visible from the outside of said equipment. These signs shall not be magnetic type.

**Section 2.23. LOANING OR BORROWING EMPLOYEES.** Neither Employer nor the Union may borrow or loan employees from or to another Employer without permission of the other and then only when applicants possessing the required skills are not available through the Referral Procedure.

**Section 2.24. NEW EMPLOYEES.** When the Union refers applicants for employment to the Employer upon the Employer's request, it is agreed that the Employer will not requisition more electricians than he intends to hire.

Disputes involving this subject matter shall be referred to the Labor-Management Committee for settlement.

**Section 2.25.** (a) In order to be competitive in the market and to meet the special needs of signatory Employers on particular jobs, during the term of this Agreement, the Union may provide special consideration to signatory Employers who request such treatment and who demonstrate, to the Union's satisfaction, a specific marketing need with regard to a particular job. Any special terms, conditions, modifications, or amendments so provided by the Union, shall be implemented with regard to the particular job for which they were requested. To the extent feasible within time constraints, such special terms, conditions, modification, or amendments shall be made available to all signatory Employers with regard to the particular job in question, and

notice provided to NECA within forty-eight (48) hours of the bid, but shall not constitute an action subject to the favored nations clause in the Agreement. Such waiver of favored nations shall be for the award of new contracts only.

(b) By mutual agreement of the parties to the Agreement, Section 2.04 may be waived. Any agreement by the parties to waive this Section shall specify in writing the specific limits of such waiver. It is understood that any waiver shall be on a case by case basis.

**Section 2.26.** (a) It is not a violation of this Agreement to subcontract non-electrical work as follows: Backhoe Trenching, Concrete and Asphalt Cutting, Concrete and Asphalt Pavement surface replacement and repair, Fencing.

(b) The adjustment of any grievance filed under Subsection 2.15 (c) shall consider the contractor's primary responsibility to obtain work for his own employees under this Agreement. In addition, the adjustment shall consider good faith efforts to comply to this Section in view of such problems as proprietary specifications, owner designation of sub-bidders and possible unique expertise or competitiveness of sub-bidders. This does not include conduit installation or wire pulling.

### **ARTICLE III HOURS - WAGES - WORKING CONDITIONS**

**Section 3.01. HOURS.** A normal work day is eight (8) consecutive hours of work between 7:00 a.m. and 3:30 p.m. with not more than a thirty (30) minute lunch period. A single shift of eight (8) consecutive hours between 6:00 a.m. and 6:00 p.m. may be established by the Employer for a given jobsite. Verbal notification to the Business Manager of the Union shall be given, prior to commencing work, with written confirmation by the Employer to follow unless otherwise permitted in this Agreement.

**Section 3.02. BEAT THE HEAT.** During the months of June 15 through September 15, because of high temperatures in the area, the starting time of the normal eight (8) hour workday may be varied by the Employer. During June 15 through September 15, to beat the heat the earliest starting time permitted shall be 5:00 a.m. This clause shall be applicable to Imperial County only.

**Section 3.03. OVERTIME.**

(a) All work performed during the four (4) hour period after the regular work day Monday through Friday and for the first eight (8) hours on Saturday shall be paid at one and one-half (1 1/2x) times the employee's regular rate of pay, unless otherwise permitted in this Agreement.

**Example:** Monday through Friday: 8 hours; regular rate of pay. Hour 9 through 12; one and one-half (1 1/2x) times the regular rate of pay. Saturday; 8 hours; one and one-half (1 1/2x) times the regular rate of pay.

(b) All work performed in excess of twelve (12) hours Monday through Friday, or in excess of eight (8) hours on Saturdays, or on Sunday and listed Holidays, shall be paid at double (2x) times the employee's regular rate of pay, unless otherwise permitted in this Agreement.

**Example:** Monday through Friday: Hour 13 through 24; double (2x) times the regular rate of pay. Saturday: Hour 9 through 24; double (2x) times the regular rate of pay. Sundays and Holidays: double (2x) times the regular rate of pay.

(c) **Listed Holidays are as follows:**

New Year's Day	Fourth of July	Veterans' Day*	Friday After Thanksgiving
Memorial Day	Labor Day	Thanksgiving Day	Christmas Day

If any of these days fall on Sunday, the following Monday shall be considered the Holiday. If Christmas or New Year's falls on Saturday, the Friday preceding will be considered the Holiday. Other Holidays which fall on Saturday shall be celebrated on that day. \*Veterans Day shall be celebrated as provided for under the Master Labor Agreement between the Building Trades and Associated General Contractors, San Diego Chapter.

(d) Acceptance or rejection of overtime work shall be voluntary on the part of each individual employee. When individual employees voluntarily accept overtime work, they shall be expected and required to work the number or hours agreed upon. Any concerted action to refuse overtime work shall be a violation of this bargaining agreement.

(e) When electricians are required to work overtime later than 6:30 p.m., they shall be allowed thirty (30) minutes for lunch on their own time, between 6:00 p.m. and 6:30 p.m. and every four (4) hours thereafter, electricians shall be allowed thirty (30) minutes on their own time, except in cases of emergency. The Employer shall provide sufficient time to enable the employees, on their own time, to obtain a meal or make a meal available at the jobsite during the thirty (30) minute meal period.

**(f) Employees shall be allowed to take January 15<sup>th</sup> as a personal holiday to recognize Martin Luther King, provided they give notice to the Employer during the prior work week. If work is performed on this day, it will be paid at the regular straight-time rate.**

**Section 3.04. LABOR DAY.** No work shall be performed on Labor Day except to protect life or property.

**Section 3.05. PAYDAY.** Each Contractor shall post in his place of business a notice specifying a day and hour, not later than four thirty (4:30) o'clock p.m. as payday (not Saturday, Sunday, or Holiday) and not more than three (3) normal working days' pay shall be held back unless special permission is obtained from the Business Manager of the Union.

**Section 3.06. WAGE RATES.**(a)The minimum rate of wages shall be:

	<u>6/1/00*</u>	<u>12/1/00*</u>	<u>6/1/01*</u>	<u>12/1/01*</u>	<u>6/1/02*</u>	<u>12/1/02*</u>
J.W. BASE	<u>\$25.21</u>	<u>26.21</u>	<u>27.21</u>	<u>28.21</u>	<u>29.21</u>	<u>30.21</u>
H & W (Section 6.02)	\$ 2.88	2.88	2.88	2.88	2.88	2.88
PENSION (Section 6.03)	\$ 3.14	3.14	3.14	3.14	3.14	3.14
APPR. TRNG. & EMDT (6.04)	\$ <u>.65</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>
NEBF 3% (Section 6.01)	\$ <u>.76</u>	<u>.79</u>	<u>.82</u>	<u>.85</u>	<u>.88</u>	<u>.91</u>
LM COOP (Section 9.03)	\$ .07	.07	.07	.07	.07	.07
TOTAL	<u>\$32.71</u>	<u>\$33.74</u>	<u>\$34.77</u>	<u>\$35.80</u>	<u>\$36.83</u>	<u>\$37.86</u>

On new contracts bid after June 1, 1994 for work in Imperial County on jobs bid over \$500,000: the minimum rate of pay will be the Journeyman rate of pay for San Diego County plus \$3.00 per hour. The apprentice rate of pay for the above contracts will be the San Diego County Apprentice rate plus \$3.00 per hour.

Foreman = J.W. rate + \$2.50 with same fringes and percentages.

Gen. Foreman = J.W. rate + \$5.00 with same fringes and percentages.

Cable Splicer = J.W. rate + \$.75 with same fringes and percentages.

\* Any part of the money may be put into existing fringes if notice to do so is given six (6) months before effective date.

**INCENTIVE INCREASES - Section 3.06 (b)**

In addition to the minimum rates of pay provided in Subsection (a) further increases shall become effective under this Agreement in increments of twenty cents (\$.20) per hour for each and every two percent increase, from a base set for calculation purposes, in the total portion of work being performed in the market by all employees working for employers signatory to all collective bargaining agreements between the parties to this Agreement.

As defined under Section 2.01 (a), an Employer who contracts for electrical work is a firm (sole proprietorship, partnership or corporation whose principle business is that of electrical contracting).

The method for determining adjustments under this Subsection utilizes total payroll data reported by California E.D.D. Labor Market Information Division for employers designated as S.I.C. 1731 and total payroll reported for N.E.B.F. coverage (Section 6.01) with adjustments.

If the total portion of work being performed under IBEW Agreements goes up or down, wages likewise follow, but only for the amounts established under this provision. Once a new rate has been established under this section the rate shall remain in effect for a minimum of six (6) months and shall be reviewed each quarter by the parties to this Agreement.

Any such adjustment shall be considered as duly negotiated and an agreement amendment shall be prepared and signed. More than one increment could become effective in any given adjustment. The effective date for increases or decreases under this amendment shall be the first day of the month following the date of a 30-day notice to the Employer. (For example: If notice were sent on July 9, the next month, following a 30-day notice would be September, so the new wage would take place on September 1.)

(c) All Apprentices shall be paid the following percentages of the Journeyman wage:

	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>
	<u>per.</u>	<u>per.</u>	<u>per.</u>	<u>per.</u>	<u>per.</u>	<u>per.</u>	<u>per.</u>
<b><u>Rates Effective:</u></b>	<b><u>40%</u></b>	<b><u>44%</u></b>	<b><u>50%</u></b>	<b><u>58%</u></b>	<b><u>68%</u></b>	<b><u>78%</u></b>	<b><u>82%</u></b>
<b><u>6-1-00</u></b>	<b><u>10.08</u></b>	<b><u>11.09</u></b>	<b><u>12.61</u></b>	<b><u>14.62</u></b>	<b><u>17.14</u></b>	<b><u>19.66</u></b>	<b><u>20.67</u></b>
*Pension	0.05	0.05	<u>1.57</u>	<u>1.82</u>	<u>2.14</u>	<u>2.45</u>	<u>2.57</u>
H & W	2.47	2.47	2.47	2.47	2.47	2.47	2.47
NEBF 3%	.30	.33	.38	.44	.51	.59	.62
JATC/EMDT	.55	.55	.65	.65	.65	.65	.65
LM COOP	0.00	0.00	.07	.07	.07	.07	.07
<b><u>Rates Effective:</u></b>	<b><u>40%</u></b>	<b><u>44%</u></b>	<b><u>50%</u></b>	<b><u>58%</u></b>	<b><u>68%</u></b>	<b><u>78%</u></b>	<b><u>82%</u></b>
<b><u>12/1/00</u></b>	<b><u>10.48</u></b>	<b><u>11.53</u></b>	<b><u>13.11</u></b>	<b><u>15.20</u></b>	<b><u>17.82</u></b>	<b><u>20.44</u></b>	<b><u>21.49</u></b>
*Pension	0.05	0.05	<u>1.57</u>	<u>1.82</u>	<u>2.14</u>	<u>2.45</u>	<u>2.57</u>
H & W	2.47	2.47	2.47	2.47	2.47	2.47	2.47
NEBF 3%	<u>.32</u>	<u>.35</u>	<u>.39</u>	<u>.46</u>	<u>.54</u>	<u>.61</u>	<u>.65</u>
JATC/EMDT	<u>.55</u>	<u>.55</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>
LM COOP	0.00	0.00	.07	.07	.07	.07	.07

<b>Rates Effective:</b>	<b>40%</b>	<b>44%</b>	<b>50%</b>	<b>58%</b>	<b>68%</b>	<b>78%</b>	<b>82%</b>
<b>6/1/01</b>	<b>10.88</b>	<b>11.97</b>	<b>13.61</b>	<b>15.78</b>	<b>18.50</b>	<b>21.22</b>	<b>22.31</b>
*Pension	0.05	0.05	<u>1.57</u>	<u>1.82</u>	<u>2.14</u>	<u>2.45</u>	<u>2.57</u>
H & W	2.47	2.47	2.47	2.47	2.47	2.47	2.47
NEBF 3%	<u>.33</u>	<u>.36</u>	<u>.41</u>	<u>.47</u>	<u>.56</u>	<u>.64</u>	<u>.67</u>
JATC/EMDT	<u>.55</u>	<u>.55</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>
LM COOP	0.00	0.00	.07	.07	.07	.07	.07
<b>Rates Effective:</b>	<b>40%</b>	<b>44%</b>	<b>50%</b>	<b>58%</b>	<b>68%</b>	<b>78%</b>	<b>82%</b>
<b>12/1/01</b>	<b>11.28</b>	<b>12.41</b>	<b>14.11</b>	<b>16.36</b>	<b>19.18</b>	<b>22.00</b>	<b>23.13</b>
*Pension	0.05	0.05	<u>1.57</u>	<u>1.82</u>	<u>2.14</u>	<u>2.45</u>	<u>2.57</u>
H & W	2.47	2.47	2.47	2.47	2.47	2.47	2.47
NEBF 3%	<u>.34</u>	<u>.37</u>	<u>.42</u>	<u>.49</u>	<u>.58</u>	<u>.66</u>	<u>.69</u>
JATC/EMDT	<u>.55</u>	<u>.55</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>
LM COOP	0.00	0.00	.07	.07	.07	.07	.07
<b>Rates Effective:</b>	<b>40%</b>	<b>44%</b>	<b>50%</b>	<b>58%</b>	<b>68%</b>	<b>78%</b>	<b>82%</b>
<b>6/1/02</b>	<b>11.68</b>	<b>12.85</b>	<b>14.61</b>	<b>16.94</b>	<b>19.86</b>	<b>22.78</b>	<b>23.95</b>
*Pension	.05	.05	<u>1.57</u>	<u>1.82</u>	<u>2.14</u>	<u>2.45</u>	<u>2.57</u>
H & W	2.47	2.47	2.47	2.47	2.47	2.47	2.47
NEBF 3%	<u>.35</u>	<u>.39</u>	<u>.44</u>	<u>.51</u>	<u>.61</u>	<u>.68</u>	<u>.72</u>
JATC/EMDT	<u>.55</u>	<u>.55</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>
LM COOP	0.00	0.00	.07	.07	.07	.07	.07
<b>Rates Effective:</b>	<b>40%</b>	<b>44%</b>	<b>50%</b>	<b>58%</b>	<b>68%</b>	<b>78%</b>	<b>82%</b>
<b>12/1/02</b>	<b>12.08</b>	<b>13.29</b>	<b>15.11</b>	<b>17.52</b>	<b>20.54</b>	<b>23.56</b>	<b>24.77</b>
*Pension	0.05	0.05	<u>1.57</u>	<u>1.82</u>	<u>2.14</u>	<u>2.45</u>	<u>2.57</u>
H & W	2.47	2.47	2.47	2.47	2.47	2.47	2.47
NEBF 3%	<u>.36</u>	<u>.40</u>	<u>.45</u>	<u>.53</u>	<u>.62</u>	<u>.71</u>	<u>.74</u>
JATC/EMDT	<u>.55</u>	<u>.55</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>	<u>.65</u>
LM COOP	0.00	0.00	.07	.07	.07	.07	.07

NOTE: Unindentured Apprentices may be employed beginning 12/1/87. The rate of pay and fringe benefits for unindentured first year Apprentices shall be the same as for first period Apprentices.

Pension: Contributions to the San Diego Electrical Pension Trust shall be made on all third through seventh period apprentices in an amount equal to the same wage percentage as shown in the above Schedule. The amount shall be based on the Journeyman's Pension Contribution Rate, (See Article VI, Section 6.03). Contributions to the San Diego Electrical Pension Trust shall be made on first and second period Apprentices at the rate of five (\$.05) cents per hour worked.

EXAMPLE: 5th period; \$3.14 x 68% = \$2.14 per hour worked.

**Section 3.06(d) PREVAILING RATE** Maintenance of prevailing rate throughout the project.

It is agreed that on all projects, which begin on or after August 23, 1988 and which are funded by Federal, State or Municipal Agencies and have prevailing wage rates posted, the Employer, for the length of the project, shall be required to pay only the rate posted by the governmental authority. This rate is generally known as the "Prevailing Wage Rate".

**Section 3.07. TRAVEL AND SUBSISTENCE PAY.** (a) When electricians are required to report directly to a job within San Diego or Imperial County, they shall report on the job no later than the regular starting time on the shift and remain until quitting time.

(b) Any employee using his own transportation for traveling from shop to job, job to job and job to shop shall be paid a travel allowance of twenty-five (\$.25) cents per road mile for each road mile traveled.

(c) The Employer at his discretion may provide a vehicle insured in the Company's name under the laws of California, to electricians covered by this Agreement. If a vehicle is provided by the Employer, the Employer shall not be required to pay the travel allowance or expenses provided in this Section.

Nothing in this Section shall prevent workers from using Employer's vehicle for travel between the electrician's residence and the jobsite on the electrician's own time, but electricians shall not use any Employer vehicle in a manner detrimental to the best interest of the Union or Employer nor in violation of the terms of this Agreement.

(d) When an employee accepts a referral from the Hiring Hall, no travel or subsistence is to be paid. When employee is already employed and is transferred to a job across the County line (from Imperial to San Diego County or from San Diego to Imperial County) the employee shall be reimbursed expenses to cover meals and lodging for each day or partial day worked.

This reimbursement shall be for actual expenses incurred but the amount of subsistence paid shall not exceed thirty-five (\$35.00) dollars per day. There shall be no pyramiding of zone pay and subsistence pay.

(e) In Coronado, which it is understood extends to and includes North Island and southward down the Strand to the southern extremity of the California State Park, an allowance to cover bridge charge shall be paid if and when such are necessary travel expense and in employee's own transportation. Bridge toll fees shall be reimbursed at the applicable bridge toll rate for passenger cars.

**Section 3.08. VEHICLES.** No electrician shall use his own vehicle in a manner considered to be unfair to other electricians. The Employer shall not contract with electricians to lease or rent the employee's vehicle for use in the interests of the Employer's business. Further, electricians shall not transport Employer's materials, tools or ladders except in Employer's vehicles.

**Section 3.09. FOREMAN AND GENERAL FOREMAN.** On jobs where there are five (5) electricians on the job, one electrician shall be designated Foreman by the Employer and shall receive Foreman's pay. The number of General Foremen shall be left to the discretion of the Contractor; however, a General Foreman shall be non-working except in emergencies. The General Foreman may work with the tools when there are not more than four (4) electricians on the job. This will not be construed to prohibit the delivery of materials by the General Foreman.

A Foreman is a worker who supervises electricians on a single job or contract. A General Foreman is an electrician who supervises one (1) or more individual jobs or individual Foremen on different jobs. A General foreman may supervise one (1) or more journeymen on different jobs where there is no Foreman. A Foreman shall not supervise over twelve (12) electricians.

**Section 3.10. INCLEMENT WEATHER.** When electricians are directed to report to a job and do not start work due to weather conditions or other causes beyond their control, they shall receive a minimum of two (2) hours' pay provided the Foreman or shop has been contacted by the employee prior to reporting for work. Employer shall furnish employees with a telephone number which will have authorized personnel available one (1) hour before the regular starting time of the job.

**Section 3.11. LAY OFF PAY.**

**(a)** Any electrician being laid off, must be notified at least one (1) hour previous to the layoff, and shall be paid the hourly rate for time necessary to collect his possessions and terminate.

**(b) TERMINATION SLIPS.** When electricians are terminated, they shall be given a termination slip stating the reason for such termination. These slips shall be furnished by the Union in quadruplicate with a copy forwarded to the Local Union Office and NECA Office. No discriminatory action will be taken by the Union against the Employer or his supervisors for recording the reasons for termination.

**(c)** If during three (3) consecutive months there have been no contributions paid to the trust offices on behalf of an employee that employee shall be considered to be no longer employed by the Employer. All requirements for manpower shall be handled in accordance with Article IV of this Agreement. If notice is given in writing to the Employer and the Union from the employee requesting a leave of absence the above portion of this Subsection (c) doesn't apply. In the case of disability and with proof of same, sub section (c) doesn't apply.

Nothing in this Section shall prohibit the right of the Union or employee from using the Grievance Procedure.

**Section 3.12. MODIFIED SHIFT.** (a) The Employer may modify the employee's regular shift, as defined in Article II, Section 3.01 when required by the customer, for the performance of specific types of work.

Work covered by this modified shift includes any maintenance, retrofit, remodeling, tenant improvement, or repair work where the customer requires such work to be performed outside the regular shift hours. The Business Manager of the Union or designated Business Representative and all employees affected by the modified shift must be notified a minimum of forty-eight (48) hours in advance of the beginning of such a shift, except in cases of extenuating circumstances. Work may commence in less time with approval of the Business Manager.

A written notice containing customer shift requirements must follow verbal confirmation.

**(b)** This modified shift may be used Monday through Friday only for a maximum of four (4) days on any one jobsite. Employees shall not be permitted to work more than one eight (8) hour straight time shift in any twenty-four (24) hour period.

**(c)** All overtime shall be per Article III, Section 3.03. Shift work of five (5) consecutive days or more duration shall be performed under Article III Section 3.13.

**Section 3.13. SHIFT WORK. 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 first shift (day shift) shall be consist of eight (8) consecutive hours worked between the hours of 8:00 a.m. and 4:30 p.m. "Workmen" on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. "Workmen" on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) hours between the hours of 12:30 a.m. and 8:00 a.m. "Workmen" on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

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) at 12:30 a.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.

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 3.14. WORK SCOPE.** (a) The Employer recognizes the IBEW as having jurisdiction over the installation, operation, maintenance and repair of all electrical wiring and electrical equipment used in the construction, alteration and repair of buildings, structures, bridges, street and highway work, tunnels, subways, shafts, dams, river and harbor work, airports, mines, all electrical raceways for electrical wires and cables, and such other work as by custom has been performed by members of the IBEW.

(b) All electrical work as defined in Section (a) and all equipment, tools, supports, materials and temporary light and power work used to accomplish such electrical work, shall be performed by electricians covered by this Agreement.

(c) On any job where there is a vehicle such as a pickup, panel truck, etc., and these vehicles are used for transportation of electricians and/or material on the jobsite, and the vehicles remain on the jobsite in the performance of electrical work, these vehicles shall be operated by electricians covered by this Agreement.

**(d) TUNNEL WORK.**

1. All work inside new tunnels, adits, or shafts, shall be paid at the Tunnel rate of pay equal to one and one eighth (1 1/8X) the rates covered by this Agreement. This Section is not to include "utility" tunnels that run between buildings.



2. Whenever there is electrical construction, maintenance, or temporary work, of either power, lighting or communication to be performed in or about a tunnel, shaft, or adit, it shall be done by electricians employed under the terms of this Agreement. This shall also be interpreted to include all electrical maintenance or repair work, and battery charging and changing on battery-operated electric motors.
3. Electricians shall not be required to enter the heading after a blast until all the requirements of the State Safety Codes have been fully complied with.
4. All electrical work performed in Tunnels under the terms of this Agreement shall be governed by all applicable safety orders and all provisions of CAL/OSHA.
5. The daily reporting, or starting point, shall be the electrical shop or Tunnel entrance, if adjacent to a suitable, available parking lot -- otherwise from such a parking lot. Employee's daily pay shall start and end at this reporting place.
6. The Employer shall furnish electricians, without charge, rubber boots, raincoats, and protective helmets when needed in and about the Tunnel. The employee shall be responsible for these items and shall return them to the Employer at the time of termination.

**Section 3.15 HANDLING MATERIAL.** The handling and moving at a jobsite of all electrical material, equipment and apparatus shall be performed by workers who are members of the IBEW.

**Section 3.16. SPREAD THE WORK.** The Labor-Management Committee will meet to work out a "Spread the Work" program whose decision shall be final and binding upon both parties. It is understood that Foremen and General Foremen shall be included in any reduced work week or workday.

**Section 3.17. SHORTER WORKDAY.** In the event that the six basic crafts namely Carpenters, Laborers, Teamsters, Operating Engineers, Cement Finishers and Iron Workers, go to a shorter workday, the electrical Contractors will do likewise.

**Section 3.18. HEIGHT PREMIUM WORK.** Where electricians are required to work on scaffolds, hanging scaffolds, boatswain's chairs or ladders, at a height of forty (40') feet or more from the ground or supporting structure or are required to work on stacks, towers, or fixed structures a distance of sixty (60') feet to ninety (90') feet from the ground or supporting structure, they shall be paid at the rate of one and one-half (1 1/2x) times the straight time hourly rate. On work ninety (90') feet or above, they shall be paid at the rate of two (2x) times the straight time hourly rate. Work performed above upper floors of buildings or flat roofs shall be figured from the upper floor or roof, providing same is substantially decked and the electricians cannot fall beyond the figure point.

The extra pay in this Section shall not substitute for any necessary safety measures. The pay required is to compensate for the challenges presented to electricians required to work at these heights.

**Section 3.19. GAS MASK - COMPRESSED AIR.** When electricians are required to work under compressed air or in areas where injurious gases, dust or fumes are present in amounts

necessitating use of gas masks or respirators, they shall be paid one and one-half (1 1/2x) times the straight time hourly rate.

**Section 3.20. RADIATION HAZARDS.** On any job where electricians are exposed to radioactive materials and/or radiation in excess of one-tenth of the Maximum Permissible Limits (MPL), as established by the International Commission on Radiation Protection, the Employer shall employ a qualified Journeyman Radiation Monitor. Such Radiation Monitors shall determine the location of hazardous zones, and shall be responsible for the radiation hazards therein. He shall maintain permanent and accurate time checks on all electricians entering and leaving such zones, including radiation dosages of all personnel emerging from the radiation zone. He shall also be in charge of any decontamination of personnel, their tools, materials or equipment. The Radiation Monitor shall report to and be subject to the supervising electrician on the job.

**Section 3.21. SAFETY.** (a) Adequate safety and protective devices shall be supplied electricians by the Employer on all energized circuits or equipment and on all hazardous work in accordance with applicable Safety Orders of the Division of Industrial Safety of the State of California and/or CAL-OSHA/OSHA.

(b) No apprentice may work on energized circuits of 440 volts or over, except a "Last Period" apprentice when accompanied by a journeyman.

(c) On energized circuits and/or equipment rated 440 volts or more, as a safety measure and at the journeyman wireman's discretion, a second journeyman shall be called if dangerous conditions exist.

(d) It is recognized that the Employer has the exclusive responsibility to provide a safe and healthful work place.

**Section 3.22. EXPLOSIVE ACTIVATED TOOL.** (a) No electrician shall be discriminated against by reason of his refusal to use, work with or in the vicinity where an explosive activated tool is being used.

(b) All provisions of the California State Division of Industrial Safety pertaining to the use of the tool shall apply.

(c) A copy of the above provision shall be kept in a tool supply kit at all times while the tool is in use.

**Section 3.23. CABLE SPLICERS.** (a) All work of joining, splicing and insulating, on power cable designed to carry in excess of 750 volts shall be performed by competent journeymen cable splicers.

(b) When cable splicing work is to be performed on energized cables and the voltage is in excess of 750 volts, one cable splicer and a journeyman must work together.

(c) The phasing or tagging of any conductor cable preliminary to splicing such cable shall be performed by the cable splicer who is to make the splice.

(d) Cable splicers shall not be required to work with energized multiple cable carrying in excess of 750 volts.

**Section 3.24. DRINKING WATER.** An adequate supply of cool, potable water must be available at all times.

**Section 3.25. JOURNEYMAN TRAINING.** Each Journeyman shall complete a minimum of eighteen (18) hours per year in some form of training in any of the following areas:

1. Safety, First Aid and CPR Training;
2. Technical Theory Classes;
3. Technical "hands on" Classes;
4. Electrical Code Classes;
5. Foremanship;
6. Customer Relations Classes;
7. Basic Communications and other Personal Developmental Courses;
8. Other Training Classes, Seminars or Courses provided by the Local Union 569 Joint Apprentice and Training Committee;
9. Service in Union elected offices and committees established by the Collective Bargaining Agreement counts toward Journeyman Training requirement;

Journeymen who successfully complete such training shall be issued certificates verifying the fact that such training was completed.

#### **ARTICLE IV INSIDE REFERRAL PROCEDURE**

**Section 4.01.** 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:

**Section 4.02.** The Union shall be the sole and exclusive source of referral of applicants for employment.

**Section 4.03.** The Employer shall have the right to reject any applicants for employment.

**Section 4.04.** 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 4.05.** The Union shall maintain a register of applications 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 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 or has been certified as a Journeyman Wireman by any Inside Joint Apprenticeship Training Committee and who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the Collective Bargaining Agreement.

GROUP II. All applicants for employment who have four 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 have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III. All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market who have been employed for at least six months in the last three 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 year.

**Section 4.06.** 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 4.07.** 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.

**Section 4.08.** "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:

#### SAN DIEGO AND IMPERIAL COUNTIES

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

**Section 4.09.** "Resident" means a person who has maintained his permanent home in the above defined geographical area 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 4.10 .** "Examinations" - An "examination" shall include experience rating tests if such examination shall have been given prior to the effective date of this procedure, but from and after the date of the procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety days. An applicant shall be eligible for examination if he has four years' experience in the trade.

**Section 4.11** . 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.

**Section 4.12** . An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

**Section 4.13** . 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 place 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.

**Section 4.14**. The only exceptions which shall be allowed in this order of referral are as follows:

- (a) 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.
- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements, provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.
- (c) The Employer shall have the right to call a Foreman by name provided:
  - (1) The employee has not quit his previous employer within the past two weeks.
  - (2) The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman provided the name appears in the highest priority group.
  - (3) 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.

**Section 4.15**. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

**Section 4.16**. 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 Sections 4.04 through 4.13 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 it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accordance with this Agreement.

**Section 4.17.** 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 4.18.** 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 4.19.** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

## **ARTICLE V STANDARD INSIDE APPRENTICESHIP LANGUAGE**

**Section 5.01.** There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members 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 policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

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

**Section 5.02.** All JATC member appointments, reappointment and acceptance of appointments shall be in writing. Each member shall be appointed for a 3-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 5.03.** Any issue concerning an apprenticeship 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, one of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

**Section 5.04.** 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 committee member may or may not be a member of the JATC.

**Section 5.05.** 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 5.06.** 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 5.07.** 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 sometime 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 5.08.** The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one (1) apprentice to three (3) Journeymen Wiremen normally employed in the jurisdiction, unless they are authorized and instructed to increase the number by the parties to the local IBEW/NECA collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing; as provided for in the registered apprenticeship standards.

**Section 5.09.** Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and the JATC has less than a one (1) to three (3) ratio indentured; they shall select and indenture the next available person maintained by the JATC as per the selection procedures.

**Section 5.10.** 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 hour 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.

**Section 5.11.** 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. Contribution to other benefit plans may be addressed in other sections of this agreement.

**Section 5.12.** There shall be a minimum of seven periods of apprenticeship. The first two periods, consisting of one-thousand OJT hours each and satisfactory completion of the first year of related classroom training, shall constitute the probationary period. Successive periods will require the minimum hours OJT and an additional year of related classroom training. The six periods are as follows:

<b>Seven Periods</b>	OJT Hours	Related Training
1	0-1000	Satisfactory Progress
2	1000-2000	1st Year School Completed
3	2000-3500	2nd Year School Completed
4	3500-5000	3rd Year School Completed
5	5000-6500	4th Year School Completed
6	6500-7250	Completed first 6 months of 5th year
7	7250-8000	5th year School Completed

**Section 5.13.** Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeymen Wireman or fraction thereof as illustrated below.

Number of Journeyman	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
7 to 9	6
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 physical locations where workers report for work are each considered to be a single, separate job site.

**Section 5.14.** 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 employers 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.

**Section 5.15.** Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from 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 5.16.** The parties to this Agreement shall be bound by the Local Joint Apprenticeship and 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 5.17.** All Employers subject to the terms of this Agreement shall contribute the amount of fund specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution is fifty-five (\$0.55) cents per hour.

This sum shall be due the Trust Fund by the same date as is their payment to NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## **ARTICLE VI FRINGE BENEFITS**

**Section 6.01.** **NATIONAL ELECTRICAL BENEFIT FUND.** 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 his Labor Agreement.

**Section 6.02. HEALTH AND WELFARE.** Effective June 1, 1994, the Employer agrees to pay two dollars and eighty-eight cents (\$2.88) per hour for each hour worked by each employee, other than Apprentices, covered by the terms of this Agreement to the San Diego Electrical Health and Welfare Trust.

Any other increases required during the length of the Agreement beyond those established during the Agreement come from the employee's existing base wage rate.

Effective August 23, 1988, all indentured Apprentices will be covered under Plan A, but the contribution rate shall be the amount which is applicable for maintaining Plan A benefits and no supplement for Plan C shall be paid on hours worked for indentured apprentices.

For Apprentices, effective June 1, 1994, the Employer agrees to pay two dollars and forty-seven cents (\$2.47) per hour for each hour worked by each indentured apprentice covered by the terms of this Agreement to the San Diego Electrical Health and Welfare Trust.

**Section 6.03. PENSION.**

(a) Each signatory Employer shall make monthly contributions into the San Diego Electrical Pension Trust Fund in the amount of \$3.14 per hour for each hour worked by each employee covered by the terms of this Agreement. Beginning 6/1/84 contributions for apprentice employees who are newly enrolled as of that date shall be made on the same percentage rate as their period of apprenticeship, based on the Journeyman contribution rate, except first and second period apprentices, whose contribution rate shall be five (\$.05) cents per hour worked. This Pension Plan and Trust Document shall comply with and conform to all applicable laws.

(b) **ANNUITY.** Each signatory Employer shall provide payroll deduction services to its employees covered under the Collective Bargaining Agreement to permit voluntary employee contributions to a qualified 401K Plan adopted by the Board of Trustees appointed by the parties signatory to this Agreement.

Employer(s) shall not be obliged to make any contributions to such Plan and shall only be obliged to facilitate provisions to effect payroll deductions as may, from time to time, be set forth in the provisions of the Plan.

NECA and Local Union 569, IBEW agree to serve as sponsors of the Plan and to forthwith appoint Trustees, who, in turn, shall adopt a Declaration of Trust and a Plan with provisions which qualify for tax treatment under the provisions of Section 401K of the Internal Revenue Code.

**Section 6.04. SAN DIEGO ELECTRICAL INDUSTRY TRAINING TRUST AND SAN DIEGO ELECTRICAL INDUSTRY EDUCATION AND MANPOWER DEVELOPMENT TRUST.**

Each signatory Employer shall make monthly contributions into the San Diego Electrical Industry Training Trust and the San Diego Electrical Industry Education and Manpower Development Trust in the amount of sixty-five (\$ .65) cents per hour for each hour worked by each employee covered by the terms of this Agreement. The total of such sums shall be paid monthly by the fifteenth (15th) of the following month to the Electrical Trust Funds, and accompanied by an approved transmittal form. On receipt of these funds, the Electrical Industry Trust Administrative Offices shall deposit fifty-five (\$ .55) cents into the San Diego Electrical Industry Training Trust and ten (\$ .10) cents into the San Diego Electrical Industry Education and Manpower Development Trust.

**NOTE:** If it is determined that the San Diego Electrical Industry Education and Manpower Development Trust (E/MD) is illegal or if the International Office of the IBEW does not approve the Trust, it will be deleted from the Agreement without impacting the remainder of the Agreement. It is mutually agreed that if the E/MD is removed from the Agreement by the International Office of the IBEW, and a program is developed at a later date by the National parties, the Agreement will be immediately amended to include this new program. Further once the E/MD is adopted, NECA will implement a program to utilize up to 20% of the funds collected for promotional campaigns. In implementing these programs, NECA will require the Union's input.

**Section 6.05. EMPLOYER REPORTS.** (a) Each Employer shall report monthly to the Trustees in writing upon the forms provided and mailed to him by the Trustees, the name of all his employees, together with total hours worked by each of said employees during each month. The Employer shall include payment and such other information as may be properly required by the Trustees or carriers.

Each contribution to the Trust Fund shall be made promptly and in any event on or before the 15th day of the month following in which it accrued, on which date said contribution, if not paid in full, shall be delinquent.

The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Trust Fund is essential to the maintenance of these funds; therefore, any amount determined by the Trustees of such Trust Funds as liquidated damage shall be due and payable upon the day immediately following the date on which the contributions became delinquent.

(b) The Trustees of the Trust Funds are hereby authorized to examine and audit any signatory Employer's records of account which are pertinent to the payment of contributions to the respective Trust Funds including all payroll records, time cards, day sheets, payroll checkbooks, and Federal and State Employment Reports. Audits shall be conducted periodically at the Employer's place of business unless otherwise agreed by the Trustees.

Employers agree that the records will be made available to the Trustees of the Trust Funds or its agents within seven (7) working days from the date such audit is requested. If such audit discloses that there has been underreporting by the Employer, he shall be chargeable for the

underreported amount and any delinquency charges that may be due. In the absence of adequate hourly time records, the gross moneys received by the employee shall be divided by the basic hourly rate to determine the hours worked by the employee and to compute the amount of contributions due the respective Trust Funds by the Employer.

The Trustees shall establish audit procedures and shall determine the specific method for implementing such procedures to the extent provided for in the Trust Documents.

(c) The Trustees to the extent provided for in the Trust, shall be entitled to and may file legal action for the collection of any and all contributions and delinquency charges due and owing by any and all Employers hereunder and in the event such action is maintained and filed, in addition to recovering of payments due and owing, liquidated damages and legal rate of interest, the Employers hereunder agree to pay all costs of such suit or suits, together with reasonable attorney fees.

(d) Continued failure on the part of any Employer to make prompt payments of his contribution to the Trust or the failure to make the required reports and payments shall be deemed to be a breach of the Collective Bargaining Agreement and the Employer shall be subject to the grievance procedure as provided for in this Agreement.

The parties to this Agreement shall require the Employer to make any and all payments due or to become due by him under the terms of this Agreement.

**Section 6.06. DUES DEDUCT.** (a) Effective April 1, 1991 the Employer agrees to deduct, from the employee's wages, any working dues which have been established by the Local Union 569 Bylaws.

This amount is to be remitted on the same report form as the Health and Welfare and Pension. The Trust Office shall remit the amount to Local Union 569 as soon as practical but in no case later than the 30th day of the month in which it was received. Said deduction shall only be made with written authorization by the employee.

**(b) The Employer agrees to deduct \$0.05 from each hour of wages of each employee who voluntarily authorizes such contributions on forms provided. This deduction is to be sent to the Local Union to be forwarded to IBEW-COPE.**

**Section 6.07. SUBSTANCE ABUSE PROGRAM.**

The dangers and costs which 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 impairment should contain a strong rehabilitation component.

The parties have negotiated a Drug-Free Work Environment Policy Program and it shall be adopted and implemented, subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

**ARTICLE VII  
NATIONAL ELECTRICAL INDUSTRY FUND**

**Section 7.01. NATIONAL ELECTRICAL INDUSTRY FUND.** 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 percent (25%) of all productive electrical payroll in excess of 75,000 manhours paid for electrical work in any one Chapter area during any one (1) calendar year, but not exceeding 150,000 manhours.
2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 payday 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.

**ARTICLE VIII  
SEPARABILITY CLAUSE AND NON DISCRIMINATION**

**Section 8.01. SEPARABILITY CLAUSE.** Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision 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.

**Section 8.02. NONDISCRIMINATION.** It is the continuing policy of the Employer and the Union that the provisions of the Collective Bargaining Agreement shall be applied to all employees without regard to race, sex, age, color, religious creed or national origin.

**ARTICLE IX  
LABOR MANAGEMENT COOPERATION COMMITTEE**

**Section 9.01.** 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, 9 U.S.C. 186(c)(9). The purpose of this Fund includes the following:

- 1) to improve communication 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 organization effectiveness;

- 3) to assist worker 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 improves job security, enhance economic and community development, and promote the general welfare of the community and the 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 accomplishment of these purposes and goals.

**Section 9.02.** 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 9.03.** Each employer shall contribute seven cents (\$.07) per hour for each hour worked by each employee covered by this Agreement.

Six (\$.06) cents of this amount shall be for the purpose of maintaining the Local Union 569, IBEW-San Diego Chapter, NECA Labor-Management Cooperative Fund.

One (\$.01) cent of this amount shall be forwarded to the NECA-IBEW National Labor-Management Cooperative Fund up to a maximum of 150,000 hours per year from each individual Employer. 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 San Diego Chapter, NECA, shall be the collective agent for this Fund.

**Section 9.04.** 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 (\$20.00), 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 the 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.

## SURETY

### *KNOW ALL MEN BY THESE PRESENTS:*

That we, \_\_\_\_\_, as Principal and the \_\_\_\_\_ Corporation, authorized to transact the business of Surety in the State of California as Surety, are held and firmly bound unto the LABOR-MANAGEMENT COMMITTEE (a labor-management tribunal established according to the terms of a Collective Bargaining Agreement) entered into by and between the SAN DIEGO CHAPTER OF THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, on the one hand and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local Union 569 on the other hand on the 1st day of \_\_\_\_\_ as Oblige, in the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), lawful money of the United States of America, for the payment of which will and truly be made to the Oblige, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents, WHEREAS, the Principal is a party to the aforesaid Labor Agreement, and WHEREAS, the said Labor Agreement, which is incorporated herein by reference, provides for a Surety Bond, which is intended to assure payment forthwith, to the extent of said bond, pursuant to monetary awards by any or all of the following agencies:

1. The Trustees of the San Diego Electrical Industry Trust;
2. The San Diego Employees Benefit Board;
3. The San Diego Electrical Industry Pension Trust;
4. The California State Labor Commissioner;
5. The San Diego Electrical Joint Apprenticeship and Training Trust;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform all of the terms and conditions of said Labor Agreement, then this obligation shall be null and void; otherwise to remain in full force and effect. PROVIDED, that this Bond is conditioned upon the following conditions and agreements:

1. The term of this Bond shall be continuous beginning with the 1st day of \_\_\_\_\_, 20\_\_\_\_
2. This Bond may be canceled by the Oblige by written notice to the Surety specifying therein the effective date of cancellation, or by the Surety by mailing to the Oblige by Certified Mail a written notice of the Surety's desire to cancel this Bond and specifying therein the effective date of cancellation. Such cancellation by the Surety shall not become effective prior to thirty (30) days subsequent to the date of mailing by Certified Mail of the Notice of Cancellation.
3. In the event that the Principal has been found to be delinquent in payments by any of the aforesaid agencies, notice shall be given in writing to the Surety of such delinquency or default by any of these agencies or the Labor-Management Committee acting on their behalf within thirty (30) days of the determination of such delinquency or default.

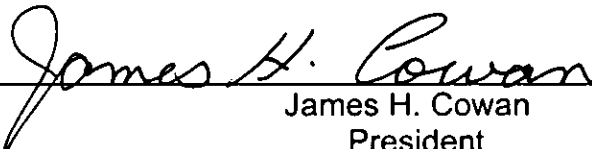
4. The aggregate liability of the Surety under this Bond shall be TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), regardless of the number of years this Bond is in force and regardless of the number of defaults on the part of the Principal of the terms and conditions of the Labor Agreement.

5. No suit may be filed against this Bond later than one (1) year following the discovery of the right of claim thereof, and in any event, no claim shall be made and no suit shall be filed under this Bond later than one (1) year following its cancellation as herein provided.

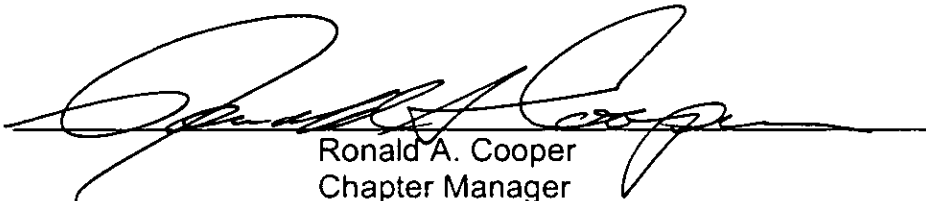
Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNATURES - 2000 – 2003 INSIDE AGREEMENT

FOR: SAN DIEGO COUNTY CHAPTER  
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.

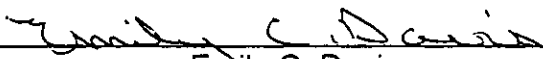
  
\_\_\_\_\_  
James H. Cowan  
President

Date: 12/13/2000

  
\_\_\_\_\_  
Ronald A. Cooper  
Chapter Manager

Date: 12/12/00

FOR: LOCAL UNION 569  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

  
\_\_\_\_\_  
Emily C. Davis  
President

Date: 12/13/2000

  
\_\_\_\_\_  
Allen Shur  
Business Manager

Date: 12/13/2000