

AGREEMENT

FOR

**STREET LIGHTING; TRAFFIC SIGNALS;
AND UNDERGROUND SYSTEMS IN STREETS**

AND/OR

ESTABLISHED EASEMENTS, AND/OR OUTSIDE OF BUILDINGS

BETWEEN

SAN DIEGO/IMPERIAL COUNTY CHAPTER, N.E.C.A.

AND

I.B.E.W. LOCAL UNION 569

EFFECTIVE DATES:

JUNE 1, 2023 THROUGH MAY 31, 2028

INDEX

| | |
|--|----|
| Annuity (401k)----- | 21 |
| Appeals Committee ----- | 18 |
| Apprentice Rates ----- | 13 |
| Beat the Heat ----- | 11 |
| Cable Splicers ----- | 15 |
| Cancellation ----- | 9 |
| Classifications ----- | 15 |
| Classifications and Wage Rates ----- | 12 |
| Code of Excellence----- | 25 |
| Cope Deduct ----- | 21 |
| Crews - Supervision ----- | 13 |
| Double Breasted - Work Preservation ----- | 9 |
| Drinking Water ----- | 15 |
| Drug Abuse ----- | 19 |
| Dues Deduction ----- | 21 |
| Effective Date Term ----- | 6 |
| Employer Reports ----- | 21 |
| Employer Rights ----- | 7 |
| Employers Working on Jobsite ----- | 8 |
| Equipment Signs ----- | 10 |
| Favored Nations Clause ----- | 10 |
| Foremen Training ----- | 15 |
| Grievance Disputes ----- | 7 |
| Health and Welfare ----- | 20 |
| Holidays ----- | 11 |
| Hours and Overtime ----- | 10 |
| I-9 Program ----- | 19 |
| Labor Day ----- | 11 |
| Labor Management Cooperative Fund (LMCF) ---- | 24 |
| Lay Off Pay ----- | 14 |
| License ----- | 8 |
| Maintenance of Prevailing Rates ----- | 13 |
| Management Rights ----- | 10 |
| N.E.B.F. ----- | 19 |
| N.E.I.F. ----- | 22 |
| Non-Discrimination ----- | 23 |
| Natl Labor Mgmt. Cooperative Fund (NLMCF)----- | 23 |
| Non-Resident Technicians ----- | 8 |
| Pay Day ----- | 10 |
| Pension ----- | 20 |
| Referral Procedure ----- | 16 |
| Safety ----- | 15 |

INDEX (CONTINUED)

| | |
|---------------------------------------|----|
| Safety Training ----- | 15 |
| San Diego and Imperial Counties ----- | 17 |
| Scope of Work ----- | 4 |
| Separability ----- | 23 |
| SDEITT and EMDT----- | 20 |
| Shift Work ----- | 13 |
| Shorter Work Day ----- | 14 |
| Signature Page ----- | 26 |
| Stewards ----- | 8 |
| Subcontracting ----- | 9 |
| Surety ----- | 8 |
| Termination Slips ----- | 14 |
| Tools ----- | 9 |
| Union Removal ----- | 8 |
| Union Rights ----- | 7 |
| Union Security ----- | 10 |
| Wage Rates ----- | 12 |

AGREEMENT

Agreement by and between San Diego/Imperial County Chapter, National Electrical Contractors Association and Local Union 569, I.B.E.W. As a prerequisite to signing this Agreement, a signatory firm must also be signatory to the Inside Wireman's Agreement. All present employers shall be grandfathered who remain continuously signatory.

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 –"Employer" shall mean 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.

As a prerequisite to signing this Agreement, a signatory firm must also be signatory to the Inside Wireman's Agreement. All present employers shall be grandfathered who remain continuously signatory.

SCOPE OF WORK

STREET LIGHTING; TRAFFIC SIGNALS; AND UNDERGROUND SYSTEMS IN STREETS AND/OR ESTABLISHED EASEMENTS AND/OR OUTSIDE OF BUILDINGS

The scope of work covered by this Agreement shall be as is more fully described below. It is intended to cover electrical work on public streets, and freeways, above ground or below ground, tunnels, and all work in established easements and all work outside of buildings unless specifically excluded below. It includes all work necessary for the installation of all types of underground ducts or "raceways" as defined in Article 100 of the National Electric Code used as enclosures for electrical conductors, whether power, control or communications.

It shall include all cutting, fitting and "bandaging" of such ducts and "raceways" as defined in Article 100 of the National Electric Code, all conduit systems, the cleaning and rodding and installation of interduct tubing, "Fish and Pull Wires."

It shall include all excavating, setting, leveling and grouting of precast manholes, vaults, pull boxes, including grounding rods, or grounding systems and rock necessary for leveling and drainage, as well as the pouring of the concrete pads for electrical equipment, poles, and concrete envelopes around conduit and duct banks, opening and closing of holes or trenched to locate obstructions and/or conduits, if needed.

It shall include all work in connection with the installation, renovation, repair or removal of Intelligent Transportation Systems, CCTV, Street Lighting and Traffic Signal work or systems, streetlights/safety lighting, traffic signals, traffic control, traffic monitoring and surveillance cameras, whether overhead, underground, in tunnels, or on bridges, bridge decks, and walkways, including dusk to dawn lighting installation and ramps for access or egress from freeways. Also included in this scope is any photovoltaic systems related to this work. Intelligent Transportation Systems shall include all systems and components to

control, monitor, and communicate with pedestrian or vehicular traffic including but not limited to installation, modification, and removal/demo of all Fiber Optic Systems, Direct Interconnect and Communication Systems, Microwave Data, Video, Camera Monitoring Systems, Microwave Detection Systems, Infrared and Sonic Detection Systems, Solar Power Systems related but not limited to Call Systems and Remote Cameras, Highway Advisory Radio Systems, Highway Weight, Motion Systems, all illuminated Solar/Battery Signs, Railroad, Signal Systems, and Highway Rail Crossing Warning Systems. Also included in this scope is any and all work required to install and maintain specialized systems as defined in the Nation Electric Code.

This scope includes all work with Global Positioning Systems, GPS, on jobsites in connection with locating and plotting of all electrical devices.

It shall also include all work in connection with the installation of illuminated signs and digital display equipment.

It shall include the Welding of gas piping. Welding shall be performed only by workmen classified as Journeyman Technician Utility #1.

It shall include the operation of all equipment necessary to perform the work covered by this Agreement.

This agreement does not cover the installation of switch gear or control panels in stadiums and ballparks.

The handling of all materials from the first point of delivery on the jobsite to the final installation shall be covered under this Agreement.

It is the intent of the Agreement to include all the foregoing areas of work jurisdiction when such work is to be performed in underground systems as part of a common ditch; and/or to be performed in a single ditch in established easements.

For all work involving electrical construction, this agreement will include, but not limited to:

All mark out of existing utilities (GPS).

All asphalt and concrete saw cutting, breaking, removal and replacement (Demo).

All traffic control.

All locating and excavation of exiting utilities.

All trenching or backfill by equipment or by hand.

All excavation and Installation of vaults, handholes, pads and precast concrete products.

All work in connection with forming, pouring, finishing concrete, and asphalt.

All installation of piping and conduit.

All grounding of electrical systems/equipment new or existing.

All backfill by natural spoils, slurry, concrete, and any asphalt patching or replacement.

All curb, gutter, sidewalk installation and repair.

Any and all pole foundations, pole installations, and setting of poles.

Any and all rebar installations.

All mandreling of any and all conduits.

All installation and repair of traffic loops.

All hauling off of excess spoils and materials.

All demolition and removal of debris associated with the project.
All hand digging by shovel.

NOTE: Reference above to “outside of buildings” means outside and up to the building foundation. This Agreement does not cover any work inside a building foundation whether underground or not.

This Agreement does not cover work of any nature within buildings or structures.

It is not a violation of this Agreement to subcontract work in the above paragraph(s) if work is being subcontracted due to proprietary specifications, owner designation of sub-bidders and/or possible unique expertise or competitiveness of sub-bidders.

ARTICLE I EFFECTIVE DATE - CHANGES TERM OR AGREEMENT

Section 1.01. This Agreement shall take effect **June 1, 2023** and shall remain in effect until **May 31, 2028** 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 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 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) 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 by either party 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.

Section 1.04. 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 representative 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 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 matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10. Grievances shall be filed within seven (7) days of occurrence.

ARTICLE II EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01.

(a) **CONTRACTOR QUALIFICATIONS.** 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 firm (sole proprietorship, partnership 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.

(b) EMPLOYERS WORKING ON THE JOBSITE. Not more than one (1) designated 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 and experience.

(c) 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 I.B.E.W. possessing any valid state contractor's license while subject to employment under terms of this Agreement, shall maintain same on an inactive status.

Section 2.02. 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 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:

The Trustees of the San Diego Electrical Health and Welfare Trust.

The Trustees of the San Diego Electrical Pension Trust.

The San Diego Employees Benefit Board for 3% pension payments to the National Electrical Benefit Fund.

The California State Labor Commissioner.

The San Diego Electrical Joint Apprenticeship and Training Trust. (See sample of form required of bonding company at end of Agreement.)

Section 2.03. NON-RESIDENT TECHNICIANS

The use of non-resident technicians will be allowed at a number matching the National and Regional portability agreements.

Section 2.04. STEWARDS.

Stewards may be appointed for all shops and jobs and the Union shall notify the Employer, in writing, the name of any Steward so appointed. Stewards may be appointed by, may be removed by, are subject to the authority of and shall report to the Business Manager. Employers have the right to discharge a Steward, but discharge shall not take place until after the Business Manager has been given forty-eight (48) hours' notice, which shall be confirmed in writing. Disagreement on layoff shall be subjected to the grievance provision of this Agreement.

Section 2.05. UNION REMOVAL.

(a) This Agreement does not deny the right of the Union or its representative to render assistance to other organizations by removal of its members from jobs when necessary and

when the Union or its proper representatives decide to do so, but no removal shall take place until forty-eight (48) hours" written notice, excluding Saturdays and Sundays, is first given to the Employer involved.

(b) When such removal takes place, the Union or its representatives shall direct the workmen on such job to carefully put away all tools, material, equipment, or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided by the Employer.

Section 2.06. TOOLS.

All workmen shall provide hand tools themselves with all hand tools necessary to perform their work. The Employer shall furnish all other necessary tools and equipment, including power tools. Technicians will be held responsible for the tools and equipment issued to them, and the proper, safe storage of the same in their work trucks on a daily basis.

Section 2.07. SUBCONTRACTING.

(a) CANCELLATION. The Local Union is 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 I.B.E.W., other than violations of Paragraph (b) of this Section, will be sufficient cause for 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) SUBCONTRACTING. 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 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 of violations of Paragraph (b) 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.

Section 2.08. DOUBLE BREASTED - WORK PRESERVATION.

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 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 stock-holders, exercises either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2.09. 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 2.10. EQUIPMENT SIGNS.

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

Section 2.11. UNION SECURITY.

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 thirty-first day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.12. FAVORED NATIONS CLAUSE.

The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions, it shall immediately notify the Employer of any such concession.

**ARTICLE III
HOURS WAGES WORKING CONDITIONS**

Section 3.01. HOURS AND OVERTIME.

(a) 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 job site. 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.

(b) 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.

(c) 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.

(d) Listed Holidays are as follows:

| | | | |
|----------------|-----------------|------------------|---------------------------|
| New Year's Day | Presidents' Day | Memorial Day | Fourth of July |
| Labor Day | Veteran's Day | Thanksgiving Day | Friday After Thanksgiving |
| 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.

Martin Luther King's birthday (January 15) and Cesar Chavez's birthday (March 31) may also be taken as personal holidays to recognize their contribution to organized labor. Employees must give notice in the prior week if work is to be missed. No employee will be penalized for taking this time off of work. If work is performed on these days, it will be paid at the regular rate of pay.

Section 3.02. BEAT THE HEAT.

During the months of June 15 through September 15, because of high temperature in the area, the starting time of the normal eight (8) hour work day 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.

Section 3.03. LABOR DAY.

No work shall be performed on Labor Day except to protect life or property.

Section 3.04. PAY DAY.

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 pay day (not Saturday, Sunday or holiday) and not more than three (3) days" pay shall be held back unless special permission is obtained from the Business Manager of the Union.

Section 3.05. CLASSIFICATIONS AND WAGE RATES.

- (a) There shall be three (3) grades of workmen based on proficiency levels, The classification of workmen employed under this agreement is: Streetlighting, Traffic Signal and Underground Systems Journeyman Technician. The hourly rates of wages for each grade shall be as follows:

STREET LIGHTING, TRAFFIC SIGNAL AND UNDERGROUND SYSTEMS JOURNEYMAN TECHNICIAN **MINIMUM HOURLY RATE OF PAY**

| 06-01-23 to 08-27-23 | Tech 1 | Tech 2 | Tech 3 |
|-----------------------------|--------|--------|--------|
| WAGE | 38.67 | 30.10 | 27.35 |
| H & W | 6.20 | 6.20 | 6.20 |
| PENSION | 1.50 | 1.50 | 1.50 |
| NEBF 3% | 1.16 | 0.90 | 0.82 |
| LMCC | 0.07 | 0.07 | 0.07 |
| TRAINING | 0.25 | 0.25 | 0.25 |
| EMDT | 0.10 | 0.10 | 0.10 |
| NEIF | 0.31 | 0.24 | 0.22 |

Effective 08-28-23

Tech 1- add \$3.00 per hour
Tech 2- add \$2.15 per hour
Tech 3- add \$1.95 per hour

Effective 06-03-24

Tech 1- add \$2.50 per hour
Tech 2- add \$1.85 per hour
Tech 3- add \$1.65 per hour

Effective 06-02-25*

Tech 1- add \$2.00 per hour
Tech 2- add \$1.55 per hour
Tech 3- add \$1.40 per hour

Effective 06-01-26*

Tech 1- add \$2.00 per hour
Tech 2- add \$1.55 per hour
Tech 3- add \$1.40 per hour

Effective 06-07-27*

Tech 1- add \$2.00 per hour
Tech 2- add \$1.55 per hour
Tech 3- add \$1.40 per hour

Foreman: \$2.00 above Journeyman Technician I.

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

- (b) Grade and classification advancement of individual workmen are subject to review of the J.A.T.C. based upon Employer (not Foreman only) evaluation and completion of related training as per paragraph "c" of this section. Only one pay grade advancement will be allowed each six (6) months. Employees who have completed the requirements for advancement will be given preference in filling positions at the achieved rate.
- (c) In order to be considered for advancement to the next pay grade, a workman shall be required to complete a minimum of twenty-four (24) hours per year of related training approved by the parties to this Agreement and shall maintain a passing grade or be awarded a completion certificate for approved related training.

- (d) Journeyman Technician advancement shall be based upon six months on the job experience with an Employer evaluation to be reviewed by the J.A.T.C.
- (e) **MAINTENANCE OF PREVAILING RATES THROUGHOUT THE PROJECT.** It is agreed that on all projects, which begin on or after October 1, 1991 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.
- (f) All Apprentices shall be paid the following percentages of the Journeyman wage:

| | 1 st | 2 nd | 3 rd | 4 th | 5 th | 6 th |
|--------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Period | | | | | | |
| | 50% | 55% | 60% | 65% | 75% | 85% |

Only a Journeyman Technician #1 shall supervise apprentices.

One Technician #1 may supervise up to four apprentices.

Section 3.06. CREWS - SUPERVISION.

- (a) No workman shall work on any job without a Journeyman Technician #1 or #2 supervisor available,
- (b) The employment of a Journeyman Technician #1 shall entitle the contractor to employ five (5) Journeyman Technicians.
- (c) On jobs requiring more than two (2) Journeyman Technician #1's, one (1) shall be designated as Foreman. This Foreman shall be a Journeyman Technician #1.
- (d) No Journeyman Technician below the classification of other Journeyman Technicians shall supervise such Journeyman Technician(s).
- (e) For (a) and (b) of this Section, any higher paid journeyman classification, such as Journeyman Inside Wireman, may be employed in place of Journeyman Technicians #1 or #2.

Section 3.07. SHIFT WORK.

When s

5.0 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 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 3.08. LAY OFF PAY.

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

Section 3.09. TERMINATION SLIPS.

When workmen 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.

Nothing in this section shall prohibit the right of the Union or employee from using the grievance procedure.

Section 3.10. SHORTER WORK DAY.

In the event that the six basic crafts, namely Carpenters, Laborers, Teamsters, Operating Engineers, Cement Finishers and Iron Workers, go to a shorter work day, the Electrical Contractors will do likewise.

Section 3.11. SAFETY.

Adequate safety and protective devices shall be supplied workmen by the Employer in accord with applicable Safety Orders of the Division of Industrial Safety of the State of California and/or CAL-OSHA.

Section 3.12. 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 wiremen 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 3.13. DRINKING WATER.

An adequate supply of cool, potable water must be available at all times.

Section 3.14. FOREMEN TRAINING.

(a) Each Foreman shall complete a minimum of ten (10) hours per year in some form of training in any of the following areas:

- 1. Technical Theory Classes;
- 2. Technical "Hands On" Classes;
- 3. Electrical Code Classes;
- 4. Safety, First Aid and CPR Training;
- 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 Apprenticeship and Training Committee.

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

(b) Other classifications. Every employee Grades #1 & #2 must maintain current first aid/CPR certification and competent person certification necessary to perform the work covered by this Agreement.

Section 3.15. SAFETY TRAINING.

New employees working under this Agreement shall complete minimum safety training within six (6) months of starting employment when such courses are offered within the

industry. Such training is designated as (1) First Aid and CPR, (2) Working with and around tools, equipment and machinery.

ARTICLE IV 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 applicant 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 applicants for employment established on the basis of the Classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the Classification or Classifications for which the applicant qualifies.

CLASSIFICATIONS: Streetlighting, Traffic Signal and Underground Systems Journeyman Technician.

Group I. 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 and who have been employed for a period of at least one year in the last two years under a collective bargaining Agreement between the parties to this Agreement.

Group II. All applicants for employment who have two or more years' experience in the trade.

Group III. All applicants for employment, who have one or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market area and who have been employed for at least six (6) months in the last two years in the trade under a collective bargaining Agreement between the parties to this Agreement.

Group IV. All other applicants for employment who have experience in the trade and have the necessary qualifications pertaining to their classification.

Section 4.06.

If the registration list in a given classification is exhausted and the 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 this 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 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.

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 4.11.

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 4.12.

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 referred to other employment in accordance with the position of his Group and his place within the Group.

Section 4.13.

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.

Section 4.14.

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 4.15.

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 Article. 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 accord with this Agreement.

Section 4.16.

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 4.17.

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 4.18. DRUG ABUSE.

The dangers and costs that 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 abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

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. Six (\$.06) cents per hour from the Health & Welfare contribution shall be used to fund this program.

Section 4.19. I-9 PROGRAM ENABLING LANGUAGE.

It is agreed that when the I.B.E.W. and N.E.C.A. reach an agreement on I-9 enabling language, this Agreement will conform to those terms and conditions.

**ARTICLE V
FRINGE BENEFITS**

Section 5.01. NATIONAL ELECTRICAL BENEFIT FUND.

It is agreed that in accord with the National 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 (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 who 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 5.02. HEALTH AND WELFARE.

The Employer agrees to pay six dollars and twenty cents (\$6.20) per hour for each hour worked by each employee covered by the terms of this Agreement to the San Diego Electrical Industry Health and Welfare Trust which is for the purpose of providing coverage under the A Plan without the Plan C (retirees) subsidy. The contribution rates contained in this Section shall include nine cents (\$.09) per hour for the Drug Free Work Environment Program for the Electrical Construction Industry. Effective June 2, 2025, the contribution will increase to seven dollars and twenty-five cents (\$7.25) per hour from wage re-allocation. **Effective January 1, 2026, the contribution will increase to eight dollars and twenty-five cents (\$8.25) from re-allocations from Pension.**

Section 5.03 SAN DIEGO ELECTRICAL INDUSTRY 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 thirty-five cents (\$0.35) 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 twenty-five cents (\$0.25) into the San Diego Electrical Industry Training Trust and ten cents (\$.10) into the San Diego Electrical Industry Education and Manpower Development Trust. Effective August 28, 2023, the contribution will increase to sixty (\$0.60) cents, fifty (\$0.50) to the San Diego Electrical Industry Trust and ten (\$0.10) cents to the San Diego Electrical Industry Education and Manpower Development Trust.

Section 5.04 PENSION

Each signatory Employer shall make monthly contributions into the San Diego Electrical Pension Trust Fund in the amount of one dollar and fifty (\$1.50) cents per hour for each

hour worked by each Journeyman Technician, Grades #1, #2 and #3 employed by him under the terms of this Agreement. Effective August 28, 2023, the contribution will increase to two dollars and twenty-five cents (\$2.25). Effective June 3, 2024, the contribution will increase to three dollars (\$3.00). Effective June 2, 2025, the contribution will increase to five dollars and twenty-five cents (\$5.25) from scheduled increase and wage re-allocation. **Effective January 1, 2026, the contribution will be four dollars and twenty-five cents (\$4.25) from re-allocations to Health and Welfare.**

The 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 5.05. DUES DEDUCTION AND COPE.

(a) 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 the 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) Effective July 1, 2011 the employer agrees to deduct and transmit to the International Brotherhood of Electrical Workers Local 569 Committee on Political Education an amount of \$0.10 each hour from the wages of each employee who voluntarily authorizes such contributions on the form provided by IBEW Local 569.

Section 5.06. 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 names 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.

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 become 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 had been under-reporting by the Employer, he shall be chargeable for the under-reported amount and any delinquency charges that may be due. In the absence of adequate hourly time records, the gross monies 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.

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 payment 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.

ARTICLE VI NATIONAL ELECTRICAL INDUSTRY FUND

Section 6.01. 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 man-hours paid for electrical work in any one (1) Chapter area during any one (1) calendar year, but not exceeding 150,000 man-hours.
2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one (1) 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 VII SEPARABILITY CLAUSE AND NON-DISCRIMINATION

Section 7.01. 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 7.02. NON-DISCRIMINATION.

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 VIII NATIONAL LABOR MANAGEMENT COOPERATIVE FUND

Section 8.01. 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, 29 U.S.C. §186(c)(9). The purposes of this Fund include 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 workers 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 improve job security, enhance economic and community development, and promote the general welfare of the community and 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 8.02. 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 8.03. Each Employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. 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, or its designee, shall be the collection agent for this Fund.

Section 8.04. 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.

ARTICLE IX

LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 9.01. The parties agree to participate in a 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, 29 U.S.C. § 186(c) (9). The purposes of this fund include the following:

- 1) to improve communications 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 workers 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 improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) 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;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and
- 9) 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 LMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03. Each employer shall contribute six cents (\$.06) per hour for each hour worked by each employee covered by this Agreement. 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, or its designee, shall be the collection 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.

ARTICLE X CODE OF EXCELLENCE

Section 10.01. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element

in meeting the customers' expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

Dated: _____

For San Diego Chapter N.E.C.A.:

Andrew Berg
Executive Manager

Timothy R. McBride
NECA Board Member

For I.B.E.W. Local Union 569:

Jeremy Abrams
Business Manager

Joe Page
Assistant Business Manager

Jennifer Wilson
Business Representative

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 _____, 20____.
