



INSIDE AGREEMENT

Between

**LOCAL UNION 6
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
SAN FRANCISCO, CALIFORNIA**

and

**THE SAN FRANCISCO
ELECTRICAL CONTRACTORS
ASSOCIATION, INC.**

June 1, 2010 - May 31, 2014

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INSIDE AGREEMENT

Agreement by and between the San Francisco Electrical Contractors Association, Inc., and International Brotherhood of Electrical Workers Local Union 6.

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" and the term "Association" shall mean the San Francisco Electrical Contractors Association, Inc. and the term "Union" shall mean Local Union 6, I.B.E.W.

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

The conditions herein shall be binding on the "Union," the "Chapter," the "Association," the "Employer" or their lessees, successors, or assigns for the full term hereof.

Each firm signatory to this Agreement shall advise Local Union 6 of the individual in their respective firms who shall be known as the "Employer." Each firm agrees to promptly notify the Union in writing of any change in individual known as the "Employer." It is not the intent of this Agreement to recognize the RME or RMO as an employee for the purposes of this Agreement.

Words used in this Agreement in the masculine gender shall include the feminine.

BASIC PRINCIPLES

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The Association and/or 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 Association and/or the Employer, the Union and the Public. Progress in Industry demands a mutuality of confidence between the Association and/or the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

SCOPE OF AGREEMENT

1
2 Electrical work as covered by this Agreement shall include the
3 handling, installing, or moving of all related materials and equipment from
4 the first point of delivery at the jobsite through the final installation, and the
5 dismantling and removing of electrical material from the jobsite, including
6 all work historically performed by employees covered by this Agreement.
7 This shall also include activation of cell systems including the core drilling,
8 welding, burning, brazing, bending, drilling and shaping of all metal
9 brackets, supports, fittings and other fabrication that are specific parts of the
10 installation of the electrical work and equipment on the jobsite.

11 Also covered under the terms of this Agreement shall be the
12 installation, maintenance, relocation and removal of all temporary wiring
13 and equipment at a jobsite for signal, light, heat or power, and running tests
14 or performance tests on any electrical installation or equipment that is part of
15 any work or jobsite.

16 17 Article I 18 EFFECTIVE DATE — CHANGES 19 TERMS OF THE AGREEMENT 20 TERMINATION — DISPUTES 21

22 Section 1. This Agreement shall take effect June 1, 2010, and shall
23 remain in effect through May 31, 2014, unless otherwise specifically
24 provided for herein. It shall continue in effect from year to year thereafter,
25 from June 1, through May 31, of each year, unless changed or terminated in
26 the way later provided herein.

27 (a) The Agreement shall be reopened, with the exception of the
28 termination provision in Article I, which shall not be reopened, if it is
29 determined that within sixty (60) days of any wage and/or price controls that
30 the controls will deprive the Union members from receiving wages or fringe
31 benefit provisions provided in this Agreement. In such re-openings the
32 parties shall negotiate any matter not prohibited by law. Negotiations shall
33 only be on non-cost provisions of this Agreement, and insofar as the same
34 shall not be an effort to evade the law. Any change to the Agreement can
35 only be implemented if it meets the requirements of the wage and/or price
36 controls then enacted. Any disputes regarding this section or regarding the
37 definition of non-cost items shall be referred to an arbitrator as defined in
38 Article I.

1 and Holidays excluded) after notice is given by either party. It shall select its
2 own Chairman and Secretary.

3 Sec. 6. Problems or disputes between the Union and the Association
4 and/or the Employer shall be referred to the Union's representative and the
5 contractor's representative within eighteen (18) calendar days from the date
6 of occurrence. If they are unable to resolve the matter, it shall be referred to
7 the LMC.

8 Sec. 7. All matters coming before the LMC shall be decided by a
9 majority vote. Two (2) members from each of the parties hereto shall
10 constitute a quorum, but each party shall have the right to cast the full vote
11 of its membership, and it shall be counted as though all were present and
12 voting.

13 Sec. 8. Should this LMC fail to agree or to adjust any matter, such
14 shall then be referred to an arbitrator selected by lot from a list of seven (7)
15 names, obtained from the Federal Mediation and Conciliation Service.

16 If the selected arbitrator is unable or unwilling to serve, the parties
17 shall have the option of choosing another arbitrator from this list.

18 If the parties are unable to agree on selecting an arbitrator from this
19 list, the parties shall select from a second (2nd) list of seven (7) names
20 provided by the Federal Mediation and Conciliation Service.

21 His decision shall be final and binding. This arbitrator so selected
22 shall not have the authority to consider any matters other than those
23 specifically presented to him by the LMC.

24 (a) An arbitrator, when selected as provided in Section 8 shall
25 be required by the parties to agree to schedule the arbitration allowing the
26 parties sufficient time to prepare their cases, but not later than ninety (90)
27 days from the date he accepts the arbitration. The arbitrator as a condition of
28 acceptance of an arbitration case shall agree to render a decision in writing
29 within thirty (30) days following the last day of hearings or from the due
30 date of submittal of briefs.

31 (b) The fee for the Arbitrator as well as other expenses
32 connected with the formal hearing shall be borne equally by both parties.

33 (c) The time limits set forth above may be extended by mutual
34 consent by both parties.

35 Sec. 9. When any matter in dispute has been referred to conciliation or
36 arbitration for adjustment, the provisions and conditions prevailing prior to
37 the time such matter arose shall not be changed or abrogated until agreement
38 has been reached or a ruling has been made.

39 Sec. 10. If any section of this Agreement is determined to be unlawful
40 and such section requires payment of money by the Employer, any monies
41 that would have been paid had the section been determined to be lawful shall

1 continue to be paid in escrow and the parties shall meet, establish a joint
2 escrow agreement, and endeavor to provide a lawful substitute utilizing such
3 monies. Alternatively they shall negotiate a lawful provision that shall
4 require approximately the same payment by the Employer. This payment
5 may be allocated to any lawful wage or fringe benefit provision mutually
6 agreeable. If the parties are unable to agree, the matter may be submitted to
7 arbitration as provided in this Agreement.
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10 Article II
11 ASSOCIATION/EMPLOYER'S RIGHTS
12 UNION RIGHTS

13 Section 1. The Employer agrees not to work on new construction,
14 alteration work, and/or any jobs where building trades mechanics are
15 employed on any work covered by this Agreement or amendments thereto,
16 and that all electrical work installed by the Employer shall be confined to
17 minor repairs and trouble shooting that does not exceed two hours to
18 complete, except as provided in Section (a). Working in excess of this time
19 shall be a violation of this Agreement.

20 (a) The Employer may work with the tools on one (1) and two
21 (2) family wood frame residential construction only, providing:

- 22 1. He employs no more than three (3) workmen including himself
23 under the terms of this Agreement.
24 2. He employs at least one Journeyman in addition to himself.
25 3. He works with a Journeyman, when he works with the tools.
26 4. He lives up to the terms and conditions of this Agreement.

27 There is a prescribed penalty for violations of this section which shall
28 not be less than an amount equal to the wages and fringes equivalent to the
29 time he worked with the tools under other conditions and such shall be
30 payable to the Northern California Electrical Workers Pension Trust Fund.

31 Sec. 2. Certain qualifications, knowledge, experience, and financial
32 responsibility are required of everyone desiring to be an Employer in the
33 Electrical Industry. Therefore, an Employer who contracts for electrical
34 work is a person, firm, or corporation having these qualifications and
35 maintaining a permanent place of business and a suitable financial status to
36 meet payroll requirements. Such Employer must be in possession of a valid
37 state license as an Electrical Contractor and be registered with the Electrical
38 Inspection Division of the Department of Building Inspection doing work in
39 accordance with applicable codes and employing at least one Journeyman
40 regularly.

1 (a) Each Employer shall maintain on deposit with the custodian
2 of the various fringe benefit programs (E.I.S.B., Inc.) a performance bond in
3 an amount listed below as surety of the prompt and full payment of fringe
4 benefit contributions. Individual Employers who fail to remit as provided
5 herein, shall upon seventy-two (72) hours notice (except Sundays and
6 Holidays) by certified mail given by the Union, be subject to having their
7 employees removed until such time as compliance is effected. Bond forms
8 shall be in language agreed to by the parties to this Agreement. An
9 equivalent cash deposit may be made in lieu of the performance bond.

10 Bonding Schedule

- 11 1. One (1) to fifty (50) Employees: \$50,000.00
- 12 2. Fifty-one (51) to one hundred (100) Employees: \$100,000.00
- 13 3. Over one hundred (100) employees: \$100,000 plus \$10,000 for each ten
14 (10) Employees in excess of one hundred (100) employees.

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17 (b) When the employers' fringe benefit bond is renewed it shall
18 be renewed at the manpower level at that time.

19 Sec. 3. No Employer shall, directly or indirectly or by any subterfuge,
20 sublet or contract with workmen or any person, firm, or corporation not
21 under this Agreement, or enter into agreement with any other union for all or
22 part of the labor services to be performed which fall within the International
23 Brotherhood of Electrical Workers (Inside Wiremen) trade jurisdiction.

24 Sec. 4. The Employer agrees that he shall not dismiss or otherwise
25 discriminate against any employee for making a complaint or giving
26 evidence to the representative of the Union with respect to an alleged
27 violation of any provisions of this Agreement.

28 Sec. 5. The Employer shall not interchange or cause to be loaned any
29 workman under the terms of this Agreement to another Employer. Any
30 Employer signatory to this Agreement who enters into a joint venture, or sub
31 contract for the purpose of this Section, shall be considered as a separate
32 Employer.

33 Sec. 6. For all employees covered by this Agreement, the Employer
34 shall carry Workmen's Compensation Insurance through a reputable
35 Company or State Fund; comply with the Federal Social Security Act,
36 California Unemployment Insurance Act, and be a licensed electrical
37 contractor in the State of California and be registered with the Electrical
38 Inspection Division of the Department of Building Inspection in the City and
39 County of San Francisco.

1 Sec. 7. Upon the request of the Business Manager of the Union or the
2 Secretary of the Labor-Management Committee, in writing, each individual
3 Employer shall furnish, within three (3) business days after written request,
4 the number, the complete payroll and/or employee job records, on a job or a
5 shop basis, for all employees employed under this Agreement.

6 Sec. 8. The Business Manager or his representative of the Union shall
7 be allowed access to any shop or job where workmen are employed under
8 this Agreement. Where necessary the Employer shall attempt to make
9 arrangements for access.

10 Sec. 9. The Employer agrees to identify all vehicles used primarily to
11 transport material, tools, workmen, or equipment for work, covered by this
12 Agreement. The firm name and location must be affixed on both sides of
13 each vehicle in a permanent manner, with two inch (2") legible letters
14 accepted as minimum. Removable signs will not comply with this Section.
15 Workmen shall not drive unidentified Employer vehicles.

16 Sec. 10. The Local Union is a part of the International Brotherhood of
17 Electrical Workers, and any violation or annulment by an individual
18 Employer of the approved agreement of this or any other Local Union of the
19 IBEW, other than violations of Paragraph 2 of this Section, will be sufficient
20 cause for the cancellation of his Agreement by the Local Union after a
21 finding has been made by the International President of the Union that such
22 a violation or annulment has occurred.

23 The subletting, assigning, or transfer by an individual employer of any
24 work in connection with electrical work to any person, firm or corporation
25 not recognizing the IBEW or one of its Local Unions as the collective
26 bargaining representative of his employees on any electrical work in the
27 jurisdiction of this or any other Local Union to be performed at the site of
28 the construction, alteration, painting, or repair of a building, structure or
29 other work, will be deemed a material breach of this Agreement.

30 All charges of violations of Paragraph 2 of this Section shall be
31 considered as a dispute and shall be processed in accordance with the
32 provision of this Agreement covering the procedure for the handling of
33 grievances and the final and binding resolution of disputes.

34 Sec. 11. The policy of the Union and the workmen it represents is to
35 promote the use of materials and equipment manufactured, processed, or
36 repaired under economically sound wages, hourly and working conditions
37 by their fellow members of the International Brotherhood of Electrical
38 Workers.

1 No workman shall be discriminated against for his individual decision
2 not to work on any materials or equipment which he believes are not so
3 manufactured or processed, or to work on any job he believes is not in the
4 best interests of himself or the International Brotherhood of Electrical
5 Workers or the Electrical Construction Industry.

6 Sec. 12. No Employer shall assign workmen under this Agreement to
7 any electrical work or project taken over from a previous Employer who is
8 in default as to wages or fringe benefit payments on such work or project
9 until such default has been corrected or guaranteed by cash deposit or
10 special bond with the E.I.S.B., Inc.

11 Sec. 13. The Association and/or the Employer agrees that it shall not
12 constitute a violation of this Agreement for the Union to remove the
13 workmen employed by an Employer who is delinquent in any wage or fringe
14 payment due under the terms of this Agreement.

15 Sec. 14. "Dual Capacity": All manual electrical work shall be
16 performed by workmen employed under the terms of the Agreement and the
17 applicable supplements thereto, (except as provided in Article II, Section 1).
18 No workman shall himself become a contractor for the performance of any
19 electrical work while he is subject to employment or remains subject to
20 employment under the terms of this Agreement and/or supplements thereto.

21 Employees or applicants for employment holding a license as an
22 electrical contractor in the State of California shall inactivate their license in
23 accordance with Division III, Chap. 9, Section 7076.5 of the Business and
24 Professions Code before being accorded the use of referral facilities
25 available under this Agreement.

26 (a) It shall be a violation of this Agreement for any workman to
27 contract for any electrical work, unless the workman becomes signatory to a
28 Letter of Assent and is bound by all terms and conditions contained in this
29 Agreement.

30 Sec. 15. The Union agrees that if, during the life of this Agreement, it
31 grants to any other Employer in the Electrical Contracting Industry on work
32 covered by this Agreement, any better terms or conditions than those set
33 forth in this Agreement, such better terms or conditions shall be made
34 available to the Employer under this Agreement and the Union shall
35 immediately notify the Employer of any such concession.

36 Sec. 16. In order to be competitive in the market and to meet the
37 special needs of Employers on particular jobs, the Union may provide
38 special consideration to Employers who request such treatment and who
39 demonstrate, to the Union's satisfaction, a specific marketing need with
40 regard to a particular job. Any special terms, conditions, modifications or

1 amendments so provided by the Union, shall be implemented with regard to
2 the particular job for which they were requested. To the extent feasible
3 within time constraints, such special terms, conditions, modifications or
4 amendments shall be made available to all signatory Employers with regard
5 to the particular job in question, but shall not constitute an action subject to
6 the favored nations clause in this Agreement.

7 Sec. 17. The Employer shall not enter into an agreement, with any
8 other union, covering any work, which is covered by this Agreement.

9 This section is not intended to settle jurisdictional disputes.

10 Sec. 18. The Union understands the Employer is responsible to
11 perform the work required by the owner. The Employer shall, therefore,
12 have no restrictions except those specifically provided for in the collective
13 bargaining agreement, in planning, directing and controlling the operation of
14 all his work, in deciding the number and kind of employees to properly
15 perform the work, in hiring and laying off employees, in transferring
16 employees from job to job within the Local Union's geographical
17 jurisdiction, in determining the need and number as well as the person who
18 will act as a Foreman, in requiring employees to observe the Employer's
19 and/or owner's rules and regulations not inconsistent with this Agreement, in
20 requiring all employees to observe all safety regulations, and in discharging
21 employees for proper cause.

22 Sec. 19. In order to protect and preserve, for the employees covered
23 by this Agreement, all work heretofore performed by them, and in order to
24 prevent any device or subterfuge to avoid the protection and preservation of
25 such work, it is hereby agreed as follows: If and when the Employer shall
26 perform any work of the type covered by this Agreement, under its own
27 name or under the name of another, as a corporation, company, partnership,
28 or any other business entity, including a joint venture, wherein the
29 Employer, through its officers, directors, partners or stockholders, exercises
30 either directly or indirectly, management control or majority ownership, the
31 terms and conditions of this Agreement shall be applicable to all such work.

32 Sec. 20. Any Employer, applicant, or workman attempting to
33 circumvent or bypass the provisions of this referral procedure either in the
34 solicitation of work or offering of employment to workmen shall be in
35 violation of this Agreement.

36 Sec. 21. The Employer agrees that, if it has not previously done so, it
37 will recognize the Union as the exclusive collective bargaining agent for all
38 employees performing electrical work within the jurisdiction of the Union,
39 on all present and future job sites; if and when a majority of the Employer's
40 employees authorized the Union to represent them in collective bargaining.

1 Sec. 22. The Employer may recall a former employee, who has
2 worked at least one year with the Employer, and who is continuously since
3 layoff, on the Group I out-of-work list, not exceeding six (6) months;
4 providing the employee has accepted no other work in the jurisdiction of the
5 Local Union 6. An employee must have worked one year with the employer
6 following his recall prior to being eligible for a second recall by the same
7 employer.

8 Sec. 23. An Employer may call an employee to work as a Foreman by
9 name provided:

- 10 (a) The employee has not quit his most recent previous employer.
11 (b) The Employer shall notify the Business Manager in writing of the
12 name of the individual who is to be requested for employment as a Foreman.
13 Upon such request, the Business Manager shall refer said Foreman provided
14 the name appears on GROUP I.
15 (c) The person hired must be employed for a minimum of one
16 thousand (1,000) hours as a working foreman or receive a lay off.

17 1. After one thousand (1,000) hours have been worked the
18 employer may change the individual's foreman status to either General
19 Foreman or Journeyman depending on job requirements.

20 Sec. 24. The dangers and costs that alcohol and other chemical abuses
21 can create in the electrical contracting industry in terms of safety and
22 productivity are significant. The parties to this agreement resolve to combat
23 chemical abuse in any form and agree that, to be effective, programs to
24 eliminate substance abuse and impairment should contain a strong
25 rehabilitation component. The local parties recognize that the
26 implementation of a drug and alcohol policy and program must be subject to
27 all applicable federal, state and local laws and regulations. Such policies and
28 programs must also be administered in accordance with accepted scientific
29 principles, and must incorporate procedural safeguards to ensure fairness in
30 application and protection of legitimate interests of privacy and
31 confidentiality. To provide a drug-free workforce for the Electrical
32 Construction Industry, each IBEW local union and NECA chapter shall
33 implement an area-wide Substance Abuse Testing Policy. The policy shall
34 include minimum standards as required by the IBEW and NECA. Should
35 any of the required minimum standards fail to comply with federal, state,
36 and/or local laws and regulations, they shall be modified by the local union
37 and chapter to meet the requirements of those laws and regulations.

38 (a) The parties agree to meet to negotiate terms and conditions prior to
39 implementation of the IBEW/NECA Category 1 Substance Abuse Policy.

Article III

REFERRAL PROCEDURE — UNION SECURITY

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3 Section 1. (a) In the interest of maintaining an efficient system of
4 production in the industry, providing for an orderly procedure of referral of
5 applicants for employment, preserving the legitimate interest of the
6 employees in their employment status within the area and of eliminating
7 discrimination in employment because of membership or non-membership
8 in the Union, the parties hereto agree to the following system of referral of
9 applicants for employment.

10 (b) The Union shall be the sole and exclusive source of referral of
11 applicants for employment.

12 (c) The Employer shall have the right to reject any applicant for
13 employment.

14 (d) The Union shall select and refer applicants for employment
15 without discrimination against such applicants by reason of membership or
16 non-membership in the Union and such selection and referral shall not be
17 affected in any way by rules, regulations, by-laws, constitutional provisions
18 or any other aspect or obligation of Union membership policies or
19 requirements. All such selection and referral shall be in accord with the
20 following procedure.

21 (e) The Union shall maintain a register of applicants for
22 employment established on the basis of the Groups listed below. Each
23 applicant for employment shall be registered in the highest priority Group
24 for which he qualifies.

25
26 GROUP I. All applicants for employment who have four (4) or more years'
27 experience in the trade, are residents of the geographical area constituting
28 the normal construction labor market, have passed a Journeyman Wireman's
29 examination given by a duly constituted Inside Construction Local Union of
30 the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside
31 Joint Apprenticeship and Training Committee, and, who have been
32 employed in the trade for a period of at least one (1) year in the last four (4)
33 years in the geographical area covered by the collective bargaining
34 agreement.

35
36 GROUP II. All applicants for employment who have four (4) or more years'
37 experience in the trade and who have passed a Journeyman Wireman's
38 examination given by a duly constituted Inside Construction Local Union of
39 the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside
40 Joint Apprenticeship and Training Committee.

1 GROUP III. All applicants for employment who have two (2) or more years'
2 experience in the trade, are residents of the geographical area constituting
3 the normal construction labor market and who have been employed for at
4 least six (6) months in the last three (3) years in the geographical area
5 covered by the collective bargaining agreement.

6
7 GROUP IV. All applicants for employment who have worked at the trade
8 for more than one (1) year.

9 (f) If the registration list is exhausted and the Union is unable to refer
10 applicants for employment to the Employer within forty-eight (48) hours
11 from the time of receiving the Employer's request (Saturdays, Sundays and
12 Holidays excluded) the Employer shall be free to secure applicants without
13 using the Referral Procedure, but such applicants, if hired, shall have the
14 status of "temporary employees."

15 (g) The Employer shall notify the Business Manager promptly of the
16 names and Social Security numbers of such "temporary employees" and
17 shall replace such "temporary employees" as soon as registered applicants
18 for employment are available under the Referral Procedure.

19 (h) "Normal construction labor market" is defined to mean the
20 following geographical area plus the commuting distance adjacent thereto
21 which includes the area from which the normal labor supply is secured:

22 CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA. The
23 above geographical area is agreed upon by the parties to include the areas
24 defined by the Secretary of Labor to be the appropriate prevailing wage area
25 under the Davis-Bacon Act to which this Agreement applies.

26 (i) "Resident" means a person who has maintained his permanent
27 home in the above defined geographical area for a period of not less than
28 one (1) year or who, having had a permanent home in this area, has
29 temporarily left with the intention of returning to this area as his permanent
30 home.

31 (j) An "examination" shall include experience rating tests if such
32 examination shall have been given prior to the date of this procedure, but
33 from and after the date of this procedure shall include only written and/or
34 practical examinations given by a duly constituted Construction Local Union
35 of the I.B.E.W. Reasonable intervals of time for examinations are specified
36 as ninety (90) days. An applicant shall be eligible for examination if he has
37 four years' experience in the trade.

38 (k) The Union shall maintain an "Out-of-Work-List" which shall list
39 the applicants within each group in chronological order of the dates they
40 register their availability for employment.

1 (l) An applicant who is hired and who receives, through no fault of his
2 own, work of thirty-five (35) hours or less shall, upon re-registration, be
3 restored to his appropriate place within the Group. This may be extended to
4 ten (10) consecutive calendar days at the discretion of the Business
5 Manager.

6 (m) Employers shall advise the Business Manager of the Local Union
7 of the number of applicants needed. The Business Manager shall refer
8 applicants to the Employer by first referring applicants in GROUP I in the
9 order of their places on the Out-of-Work-List and then referring applicants
10 in the same manner successively from the Out-of-Work-List in GROUP II,
11 then GROUP III and then GROUP IV. Any applicant who is rejected by the
12 Employer shall be returned to his appropriate place within his GROUP and
13 shall be referred to other employment in accordance with the position of his
14 GROUP and his place within the GROUP.

15 (n) The only exceptions which shall be allowed in this order of
16 referral are as follows:

17 1. When the Employer states bona fide requirements for special
18 skills and abilities in his request for applicants, the Business Manager shall
19 refer the first applicant on the register possessing the skills and abilities.

20 2. The age ratio clause in the Agreement calls for the employment
21 of an additional employee or employees on the basis of age. Therefore, the
22 Business Manager shall refer the first applicant on the register satisfying the
23 applicable age requirements provided, however, that all names in higher
24 priority Groups, if any, shall first be exhausted before such overage
25 reference can be made.

26 (o) An applicant who is discharged for cause two times within a
27 twelve (12) month period shall be referred to the neutral member of the
28 Appeals Committee for a determination as to the applicant's continued
29 eligibility for referral. The neutral member of the Appeals Committee shall,
30 within three business days, review the qualifications of the applicant and the
31 reasons for the discharges. The neutral member of the Appeals Committee
32 may, in his or her sole discretion: (1) require the applicant to obtain further
33 training from the JATC before again being eligible for referral; (2)
34 disqualify the applicant for referral for a period of four weeks or longer
35 depending on the seriousness of the conduct and/or repetitive nature of the
36 conduct; (3) refer the applicant to an employee assistance program, if
37 available, for evaluation and recommended action; or (4) restore the
38 applicant to his/her appropriate place on the referral list.

39 (p) An Appeals Committee is hereby established composed of one
40 member appointed by the Union, one member appointed by the Association,

1 as the case may be, and a Public Member appointed by both of these
2 members.

3 (q) It shall be the function of the Appeals Committee to consider any
4 complaint of any employee or applicant for employment arising out of the
5 administration by the Local Union of Section 1 (d) through Section 1 (o) of
6 the Agreement. The Appeals Committee shall have the power to make a
7 final and binding decision on any such complaint which shall be complied
8 with by the Local Union. The Appeals Committee is authorized to issue
9 procedural rules for the conduct of its business, but it is not authorized to
10 add to, subtract from, or modify any of the provisions of this Agreement,
11 and its decision shall be in accord with this Agreement.

12 (r) A representative of the Employer or of the Association, as the case
13 may be, designated to the Union in writing, shall be permitted to inspect the
14 Referral Procedure records at any time during normal business hours.

15 (s) A copy of the referral procedure set forth in this Agreement shall
16 be posted on the Bulletin Board in the offices of the Local Union and in the
17 offices of the Employers who are parties to this Agreement.

18 (t) Apprentices shall be hired and transferred in accordance with the
19 apprenticeship provisions of the Agreement between parties.

20
21 Sec. 2. Any individual employee claiming a grievance by any act or
22 conduct in effecting referrals and who contends the referral procedure is not
23 operating in accordance with the terms of this Agreement shall have the
24 right to file a specific written complaint with the Appeals Committee within
25 forty-eight (48) hours (Saturdays, Sundays and Holidays excluded) after the
26 occurrence of the event constituting the purported grievance. Failure to file a
27 grievance in writing within the time limit above specified shall constitute a
28 waiver and abandonment of such grievance.

29
30 Sec. 3. All employees covered by the terms of this Agreement shall be
31 required to become and remain members of the Union as a condition of
32 employment from and after the eighth day following the date of their
33 employment or the effective date of this Agreement, whichever is later.

Article IV
HOURS, WAGE PAYMENT, APPRENTICES,
WORKING CONDITIONS

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3
4 Section 1. Seven (7) hours shall constitute a day's work: from 8:00
5 A.M. to 12:00 Noon, and from 12:30 P.M. to 3:30 P.M. five (5) days from
6 Monday to Friday inclusive shall constitute the workweek. All work
7 performed before or after the times specified above and on Saturdays,
8 Sundays and the following Holidays shall be paid for at the rate of double
9 time.

10 A total of two (2) hours may be worked during the hours of 6:00 A.M.
11 to 8:00 A.M.; or 3:30 P.M. to 5:30 P.M.; or 7:00 A.M. to 8:00 A.M. and
12 3:30 P.M. to 4:30 P.M.; Monday through Friday, excluding Holidays, at
13 time and one-half and all hours worked during the day must be continuous
14 for the time and one-half rate to apply, but it shall not be mandatory to work
15 those hours.

16 When so elected by the contractor, the start time of the workday in
17 occupied buildings may be 7:30 A.M. (July 1, 2010) or 7:00 A.M. (June 1,
18 2011). When this is implemented all corresponding conditions shall change
19 accordingly. Once a start time has been established on a project, the
20 contractor may elect to change it upon five (5) business day's notification to
21 the Local Union. All new construction or major remodel projects will remain
22 8:00 A.M. start.

23 An employee may work seven (7) hours on Saturday between 8:00
24 A.M. and 3:30 P.M. at time and one-half providing the employee has not
25 worked any overtime during that week.

26 New Year's Day, Martin Luther King Jr. Day, President's Day,
27 Memorial Day, Independence Day (4th of July), Friday preceding Labor
28 Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the
29 day before Christmas when it falls on Monday through Friday, and
30 Christmas.

31 When any of the above Holidays fall on Sunday, the following day
32 shall be observed in lieu thereof. No overtime shall be performed without
33 permission of the Business Manager.
34

1 New Year's Day, Independence Day (4th of July), Thanksgiving Day,
2 the day after Thanksgiving, the day before Christmas when it falls on
3 Monday through Friday, and Christmas Day, shall be observed on their
4 designated historical day. The other holidays shall be observed as follows:

5 Martin Luther King Jr. Day – Third Monday in January

6 President's Day - Third Monday in February

7 Memorial Day - Last Monday in May

8 Friday preceding Labor Day

9 Labor Day - First Monday in September

10
11 Sec. 2. Employees required to work four (4) hours or more before the
12 beginning of regular working hours, shall be paid at the double time rate for
13 hours worked until relieved from duty. Employees required to work less than
14 four (4) hours before their regular starting time shall be paid at the overtime
15 rate until starting time of their regular workday, and straight time for their
16 regular workday. Meal periods shall not constitute relieved from duty for
17 the application of this provision.

18
19 (a) A meal period of thirty (30) minutes shall be allowed on the
20 Employer's time at the end of the regular workday or before the regular
21 workday, if employees are required to work overtime in excess of two (2)
22 hours.

23 (b) Employees required to work overtime past the quitting time
24 of their regular work day, must be relieved from work for a period of at least
25 eight (8) hours before resuming work. The start time of the following
26 regular work day may be scheduled to begin after a relief period of at least
27 eight (8) hours, or employees shall be paid at the double time rate upon
28 resuming work that day.

29 (c) When men are required to report to a shop, offices, supply
30 houses, tool sheds, or field headquarters, they shall not leave same earlier
31 than 8:00 A.M. and return not later than 3:30 P.M. unless overtime rates are
32 paid.

33 Sec. 3. Any workman required to report for work shall receive not less
34 than four (4) hours pay for that calendar day. Emergency calls - minimum of
35 (1) hour at double time rate. Time to start when called.

36 Workmen who are scheduled to report for work and who cannot do so
37 shall, if possible, notify the Employer prior to 8:30 A.M.

38 Sec. 4. When it is necessary to work overtime on any job covered by
39 this Agreement, men working on the job shall be given first preference. Men
40 from other jobs shall not be brought in to work on overtime until all men on
41 the job have been offered the opportunity to work.

1 Overtime shall be divided equally, insofar as practical, among the men
2 working on the job where the overtime is required, except for job
3 supervision and/or special skills or job knowledge.

4 (a) A meal period of thirty (30) minutes shall be allowed on the
5 Employer's time at the end of the regular workday or before the regular
6 workday, if employees are required to work overtime in excess of two (2)
7 hours.

8 (b) Employees working overtime shall receive a lunch period of
9 thirty (30) minutes on Employer's time every four (4) hours, i.e. Monday
10 thru Friday 3:30/4:00 p.m. first paid meal period, 7:30/8:00 p.m. next paid
11 meal period.

12 (c) The foregoing shall not apply to the first meal period on
13 Saturdays, Sundays and Holidays.

14 (d) Employees required to work during any regular lunch period
15 shall receive the established overtime rate for such lunch period and shall
16 thereafter be allowed a reasonable opportunity to eat his lunch for thirty (30)
17 minutes, on the Employer's time.

18 Sec. 5. Whenever twenty percent (20%) of the Inside Wiremen
19 dispatched from the Group I or Group II out of work list, or currently
20 employed by electrical contractors with 1,760 or more hours for the year
21 become unemployed for a period of two (2) weeks, the work week shall be
22 reduced from five (5) days to four (4) days. Foremen and General Foremen
23 working in a supervisory capacity are exempt from this reduction.

24 The number of Inside Wiremen to be used as one hundred percent
25 (100%), against which twenty percent (20%) is determined, shall be
26 concluded as follows:

27 Based on reports furnished by the E.I.S.B., an "average number" of
28 Group I Inside Wiremen working for electrical contractors in San Francisco
29 for one calendar year, January through December, shall be agreed to by a
30 committee composed of two (2) representatives from labor and two (2)
31 representatives from management. Once this "average number" is agreed to,
32 it will become the number used to represent one hundred percent (100%)
33 effective June 1st, renewable annually.

34 Sec. 6. Each shop that employs two (2) or more Journeymen must
35 designate one (1) as the full-time Foreman. Any job on which three (3) or
36 more Journeymen are employed shall require a Job Foreman. No Foreman
37 shall supervise more than ten (10) men.

38 No workman shall be allowed to act as Foreman on more than one job
39 at a time.

1 Each shop that employs three (3) or more Cable Splicers must
2 designate one (1) as a full time working Cable Splicer Foreman. No Cable
3 Splicer Foreman shall supervise more than ten (10) Cable Splicers. The
4 selection of the Journeyman who shall be the Foreman or General Foreman
5 shall be at the discretion of the Employer. Cable Splicers Helpers shall be
6 Journeymen.

7 (a) General Foremen are Journeymen who give instructions to
8 Foremen, Job Foremen, and Journeymen on jobs that do not require a
9 Foreman. On jobs having a General Foreman, Foremen are not to take
10 directions or orders or accept layout of any work from anyone except the
11 General Foreman. This does not deny the Employer or his representative the
12 right to give directions, orders, or layout of work through the proper
13 channels. A General Foreman shall not supervise more than eight (8)
14 Foremen on any job or project, and a General Foreman, where one is
15 required, shall not work with the tools or material except in cases of
16 emergency.

17 (b) Foremen are Journeymen who give instructions to
18 Journeymen on jobs that do not require a Foreman. On jobs having a
19 Foreman, workmen are not to take directions or orders or accept the layout
20 from anyone except the Foreman. This does not deny the Employer or his
21 representative the right to give directions, orders or layout of work through
22 the proper channels.

23 (c) The wage schedule listed below shall be the minimum wage
24 rates which includes four percent (4%) Vacation Pay, four percent (4%)
25 Thrift Savings and four percent (4%) shall be the Value of the Listed
26 Holidays, effective on the dates indicated:

	Effective
	June 1, 2010
	per hour
31	
32 Journeyman	\$53.05
33 Foreman, Shop Foreman, and Cable Splicer	\$59.68
34 General Foreman	\$66.31

35 Note: See Article VI, Section 9 and Article VII,
36 for Elective Deferrals By Employees.

1 Payroll checks which are issued to employees and are not cashed
2 because of insufficient funds, account closed or similar problems and
3 provided the attempt to cash the check is done within two (2) weeks of
4 receiving the check, the check shall be subject to waiting time until the
5 check is cashable unless the Labor-Management Committee determines that
6 the circumstances involved were beyond the control of the Employer such as
7 a legitimate administrative error within the Employer's office.

8 (a) Employers whose principal place of business is located
9 outside the State of California and who do not have a bona fide Branch
10 office located in the State of California shall use payroll checks drawn on an
11 account located at a San Francisco Bank.

12 Sec. 9. Wages shall be paid for all time in going from the shop to the
13 job, from the job to the shop and from the job to job. Carrying tools or
14 material to or from the job is considered as working and no workman shall
15 carry tools or material outside of working hours. The Employer shall provide
16 transportation for all tools and materials.

17 Sec. 10. No workman shall use his automobile or other conveyance in
18 any manner detrimental to the best interest of the other workmen. Workmen
19 shall not be allowed to use their own automobiles or other conveyance for
20 the transportation of themselves, Employer's tools or material at any time.
21 The workman may use his own automobile or other conveyance to and from
22 the job before and after working hours in this jurisdiction.

23 Sec. 11. No workman shall drive Employer's automobile or other
24 conveyance before or after regular working hours. Workmen keeping
25 Employer's automobile or conveyance at their residence or garage shall not
26 drive same more than one (1) hour before or one (1) hour after the regular
27 workday.

28 Sec. 12. Employers' vehicles used in the on-jobsite performance of
29 work under this Agreement, shall be operated by workmen covered by this
30 Agreement.

31 Sec. 13. Every fifth man in any shop shall be fifty-five (55) years of
32 age, or older, when such men are available.

33 Sec. 14. When Employers send workmen to perform work outside the
34 jurisdiction of the Union where a different wage rate prevails, they shall be
35 paid the highest rate. When workmen are required to work in any
36 jurisdiction that does not participate in the same employee plans as set forth
37 in Article VI of this Agreement, the Employer shall comply with the
38 requirements of Article VI.

1 Sec. 15. The Employer shall furnish transportation during regular
2 working hours to and from all jobs within the jurisdiction of the Union. On
3 all work outside the jurisdiction of the Union, the Employer shall furnish
4 transportation, board, room, and all other necessary expenses, including time
5 traveling outside of regular working hours. Reasonable expense shall be
6 allowed for overnight trips, with fifteen dollars (\$15.00) per day per man for
7 a seven (7) day week recognized as a minimum amount.

8 Workmen who are required to work overtime on jobs outside of this
9 jurisdiction and who are not required to remain away overnight shall
10 continue on the overtime rate (double time) while returning to the shop.

11 For the purpose of this Section, 55 Fillmore Street shall be considered
12 as the shop location for the employers who do not maintain a shop in the
13 City and County of San Francisco.

14 Travel time outside of the workday shall be at the rate of pay for that
15 day as defined by Article 4, Section 1 of this agreement.

16 Sec. 16. An employer signatory to a collective bargaining agreement
17 or to a letter of assent to an agreement with another IBEW Local Union, who
18 signs an assent to this Agreement, may bring up to four bargaining unit
19 employees employed in that Local Union's jurisdiction into this Local's
20 jurisdiction and up to two bargaining unit employees per job from that
21 Local's jurisdiction to this Local's jurisdiction for specialty or service and
22 maintenance work. All charges of violations of this section shall be
23 considered as a dispute and shall be processed in accordance with the
24 provisions of this agreement for the handling of grievances with the
25 exception that any decision of a local Labor-Management Committee that
26 may be contrary to the intent of the parties to the National Agreement on
27 Employee Portability, upon recommendation of either or both the
28 appropriate IBEW International Vice President or NECA Regional
29 Executive Director, is subject to review, modification, or rescission by the
30 Council on Industrial Relations.

31 Sec. 17. No workman shall furnish stocks, dies, stilson wrenches over
32 fourteen (14) inches long, hack saw blades, fish steel, wood bits, hickies,
33 rotary cutters, taps, twist drills, acetylene torch, presto tank, portable electric
34 drills, ladders, vises, gads, star drills, special tools of any kind or special tool
35 boxes.

1 Sec. 18. The Employer shall only be responsible for the replacement
2 of the employee's tools lost or damaged due to fire or theft under the
3 following terms and conditions while those tools are located within the
4 jurisdiction of Local Union 6, except when an employee's tools are lost
5 outside the jurisdiction of Local Union 6 when he is sent by the Employer to
6 such location.

7 (a) The liability of the Employer shall be limited to the tools
8 listed in the approved inventory form, less the first ten dollars (\$10.00). This
9 amount will be the responsibility of the employee.

10 (b) Each employee shall submit to the Employer or his
11 representative a tool inventory list approved by the Labor-Management
12 Committee and furnished by the Union.

13 (c) It shall be the responsibility of the Employer or his
14 representative to verify the inventory list; failure to do so shall be an
15 admission of liability for the listed tools in case of fire or theft.

16 (d) When the Employer does not provide a safe locked building,
17 room, tool shed or vehicle for the storage of the employees' tools or when
18 the tools are in the custody of the Employer or his representatives, the
19 Employer shall be liable for the complete replacement of listed tools.

20 (e) It shall be the responsibility of the employee to use all
21 reasonable means to preserve and protect his tools. Failure to do so will
22 relieve the Employer of all liability. Any employee willfully making false or
23 inaccurate claims will be in violation of this Agreement and will be dealt
24 with by the Union.

25 (f) In the event of a disputed claim, both the Employer or his
26 representative and the employee must appear before the Labor-Management
27 Committee, whose ruling shall be binding. If the Employer requires the
28 employee to appear before the Committee, the Employer shall pay for all
29 hours involved.

1 (g) Journeyman-wiremen shall provide themselves with the
2 following tools:

3
4 Tool Box - 20" x 8 1/2" x 9 1/2" minimum

5 2 Pliers, Channel Lock

6 Pliers, Diagonal Cutters 8"

7 Pliers, Side Cutters - 9" Offset with Insulated Handles

8 Pliers, Long Nose 8"

9 Wrench, Adjustable Crescent 6"

10 Wrench, Adjustable Crescent 10"

11 Wrench, Pipe - 10"

12 Wrench, Pipe - 14" or small Chain Tong

13 Hammer, Straight Claw

14 Screwdriver - 2 1/2" Blade, 5" Blade, 8" Blade

15 Wrench, Set Screw, set of eleven Allen

16 Chisel, Wood 1/4" Cold - 1/2"

17 Screwdriver, Offset 1/4"

18 Saw, Hack, Frame and adjustable

19 Saw, 3 Blade, Keyhole, Metal, Wood

20 Rule, 6' Wood

21 Punch, Center

22 Awl

23 Plumb bob-8 oz.

24 Square, Combination - 12"

25 Knife, Wire Skinning, Pocket

26 Level, 9" Torpedo, Magnetic

27 Tester, Knopp with pouch or equal

28 Tap Wrench, up to 1/4 - 20

29 Steel Tape 50'

30 Steel Tape 12' minimum, 25' maximum

31 Chalk Line

32 Airplane Shears - 10"

33 Flashlight

34 2 Phillips Screwdrivers, Size 1 and 2

35 Spin Tite Wrench Set - 1/4", 5/16", 7/16"

36 5" Leather Pocket Pouch

37 Protractor Level

38 Screwdriver insulated

39 Wirestripper

40

1 Sec. 19. All cord drops, molding, and conduit work must be made up
2 and prepared on the job, except on any one job two (2) pieces of conduit
3 may be cut and threaded at the shop by the Journeyman doing said work.

4 (a) This section shall not apply to prelamped fixtures.

5 Sec. 20. Journeymen are to correct any work installed in violation of
6 the requirements of the authority having jurisdiction, unless such work was
7 installed as instructed by the Employer or his agent. Report of violations
8 shall be made in writing within seventy-two (72) hours, Saturdays, Sundays
9 and Holidays excluded to the representative of the Association and to the
10 Union. Correction to be made only after a fair investigation, such
11 investigation by the representative of the Association, as defined in the
12 introduction to this Agreement, and the Business Manager of the Union shall
13 be made not later than the first working day following the report to the
14 Business Manager of such improper workmanship and the decision relative
15 to each report of improper workmanship shall be made immediately upon
16 the completion of this investigation and such investigation shall not exceed
17 five (5) working days.

18 Sec. 21. All employees working on unguarded or swinging scaffolds,
19 boatswain's chairs, working on or climbing unguarded ladders of poles or
20 towers, or unguarded structures in heights in excess of sixty feet (60'), shall
21 be paid time and one-half the regular rate of pay, and when working in
22 heights in excess of ninety feet (90') shall be paid double the hourly rate of
23 pay. The applicable rate shall be paid for a minimum of two (2) hours.

24 (a) When employees are required to work in any hazardous area
25 they shall be supplied with protective clothing and equipment by the
26 Employer. Any safety equipment or necessary protective devices shall be
27 supplied to workmen by the Employer.

28 (b) All supervisory personnel shall have a current OSHA 30
29 certification. Foremen called by name and employees promoted to the
30 supervisory level shall obtain an OSHA 30 certification within one hundred
31 and eighty (180) days of hire or promotion. All Journeylevel employees
32 shall have current OSHA 10 certification as of June 1, 2012.

33 Sec. 22. On all energized circuits of four hundred and forty (440) volts
34 or over, as a safety measure, two (2) or more Journeymen of the proper
35 classification must work together, except for testing or replacing fuses.

36 These provisions shall also apply to working on energized two
37 hundred and seventy-seven (277) volt circuits.

38 (a) Due to the serious recognized hazards to employees and
39 risks to facilities and equipment, IBEW/SFECA strongly supports the
40 control and elimination of energized electrical work whenever possible. In
41 the limited instances where work meets the criteria established in NFPA

1 70E, Article 130 (Justification for Work on or Near Live Parts) and OSHA
2 1910.333 (Selection and use of Work Practices) adequate safety or
3 protection devices including Fire-rated clothing (in the appropriate size)
4 shall be supplied by the Employer in accordance with the Safety Orders of
5 the Department of Industrial Relations and the CAL-OSHA Standard for
6 Electrical Safety in the workplace. Workers shall observe and comply with
7 all Employer policies and procedures in matters of Safety and will complete
8 the employer provided Energized Electrical Hot Work Form.

9 Sec. 23. Underground and Tunnel Work. All rates of pay shall be
10 increased when work is performed in any uncompleted tunnel or shaft. All
11 rates of pay for men assigned to work in such tunnels or shafts shall be
12 increased ten percent (10%). Employees on the job for five (5) hours during
13 the regular working hours shall receive a minimum of a day's pay. The
14 Employer shall furnish and be responsible for all safety equipment and
15 clothing as required by the Division of Industrial Safety or as required by
16 special conditions.

17 Sec. 24. When employees are required to work in any area that is
18 under full asbestos containment procedures and required to wear related
19 safety clothing and breathing apparatus said employees shall receive the
20 regular hourly rate plus ten percent (10%).

21 When employees are required to work less than seven continuous
22 hours they shall receive the regular rate plus ten percent (10%) per hour
23 worked, provided however no employee shall receive less than two (2) hours
24 at the regular hourly rate plus ten percent (10%).

25 Asbestos certification shall be recognized as a special skill.
26 Employees shall not be responsible for any costs associated with
27 certification or any required equipment for performing work under asbestos
28 containment.

29 Employees cannot be terminated for refusal to work in an asbestos
30 area.

31 Sec. 25. When workmen are transported by non scheduled aircraft
32 they shall be protected by a Life and Casualty Insurance Policy in the
33 amount of \$50,000.00, in addition to regular Workmen's Compensation
34 coverage.

35 Sec. 26. If during the terms of this agreement, the Davis-Bacon
36 prevailing wage rate is lowered as the result of a wage survey causing the
37 lowering of such prevailing wage rate, subject to the requirements set forth
38 below, all signatory contractors shall be permitted to bid future federal
39 public works projects, not already awarded or bid, at the lower prevailing
40 wage rate. If, during the term of this agreement, the state prevailing wage
41 rate is lowered as the result of a wage survey causing the lowering of such

1 prevailing wage rate, subject to the requirements set forth below, all
2 signatory contractors shall be permitted to bid future state public works
3 projects, not already awarded or bid at the lower prevailing wage rate.
4 Before any contractor is permitted to pay less than the contractual wage rate
5 as the result of a wage survey lowering the prevailing wage rate as described
6 above, the contractor must: receive written verification from the parties to
7 this agreement that the lower advertised wage rate is the applicable wage
8 rate to be used in the bid for that project.
9

SHIFT WORK

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3 Sec. 27. When so elected by the contractor, multiple shifts of at least
4 five (5) days' duration may be worked. When two (2) or three (3) shifts are
5 worked:

6 (a) The first shift (day shift) shall be worked between the hours
7 of 8:00 A.M. and 4:30 P.M. Workmen on the day shift shall receive eight (8)
8 hours' pay at the regular hourly rate for eight (8) hours' work.

9 (b) The second shift (swing shift) shall be worked between the
10 hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall
11 receive eight (8) hours' pay at the regular hourly rate plus ten percent (10%)
12 for seven and one-half (7-1/2) hours' work.

13 (c) The third shift (graveyard shift) shall be worked between the
14 hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall
15 receive eight (8) hours' pay at the regular hourly rate plus fifteen percent
16 (15%) for seven (7) hours' work.

17 (d) A lunch period of thirty (30) minutes shall be allowed on
18 each shift. All overtime work required after the completion of a regular shift
19 shall be paid at one and one-half (1-1/2) times the "shift" hourly rate.

20 There shall be no pyramiding of overtime rates and double the
21 straight-time rate shall be the maximum compensation for any hour worked.

22 There shall be no requirement for a day shift when either the second
23 or third shift is worked.

24 Sec. 28. Employees transferred from one shift to another, unless
25 relieved from work at least a full shift as set forth herein, before starting
26 their new shift, shall be paid the overtime rates for the first such shift
27 worked. However, if an employee working on the "first" or regular daylight
28 shift is required to return to work on the "third" shift within the same
29 twenty-four (24) hour workday period, he shall receive double time for the
30 first such "third" shift worked. The twenty-four (24) hour period mentioned
31 herein shall be the twenty-four (24) hour period commencing with the
32 starting time of the day shift. No employee shall be transferred from his
33 regular assigned shift to another shift more than once in a workweek.
34 Except, however, he may be returned to his regular assigned shift.

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36 (a) Shift starting time may be changed up to two (2) hours.
37 When this is implemented all corresponding conditions shall change
38 accordingly.

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Article V
APPRENTICESHIP

Section 1. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either six (6) or eight (8) members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members either three (3) or four (4) 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 industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

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

Sec. 2. All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (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.

Sec. 3. Any issue concerning an apprentice 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 of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

1 Sec. 4. There shall be only one (1) JATC and one (1) local
2 apprenticeship and training trust. The JATC may, however, establish joint
3 subcommittees to meet specific needs, such as residential or
4 telecommunications apprenticeship. The JATC may also establish a
5 subcommittee to oversee an apprenticeship program within a specified area
6 of the jurisdiction covered by this agreement.

7 All subcommittee members shall be appointed, in writing, by the party
8 they represent. A subcommittee member may or may not be a member of
9 the JATC.

10 Sec. 5. The JATC may select and employ a part-time or a full-time
11 Training Director and other support staff, as it deems necessary. In
12 considering the qualifications, duties and responsibilities of the Training
13 Director, the JATC should review the Training Director's Job Description
14 provided by the NJATC. All employees of the JATC shall serve at the
15 pleasure and discretion of the JATC.

16 Sec. 6. To help ensure diversity of training, provide reasonable
17 continuous employment opportunities and comply with apprenticeship rules
18 and regulations, the JATC, as the program sponsor, shall have full authority
19 for issuing all job training assignments and for transferring apprentices from
20 one employer to another. The employer shall cooperate in providing
21 apprentices with needed work experiences. The local union referral office
22 shall be notified, in writing, of all job training assignments. If the employer
23 is unable to provide reasonable continuous employment for apprentices, the
24 JATC is to be so notified.

25 Sec. 7. All apprentices shall enter the program through the JATC as
26 provided for in the registered apprenticeship standards and selection
27 procedures.

28 An apprentice may have their indenture canceled by the JATC at any
29 time prior to completion as stipulated in the registered standards. Time
30 worked and accumulated in apprenticeship shall not be considered for local
31 union referral purposes until the apprentice has satisfied all conditions of
32 apprenticeship. Individuals terminated from apprenticeship shall not be
33 assigned to any job in any classification, or participate in any related
34 training, unless they are reinstated in apprenticeship as per the standards, or
35 they qualify through means other than apprenticeship, at sometime in the
36 future, but no sooner than two years after their class has completed
37 apprenticeship, and they have gained related knowledge and job skills to
38 warrant such classification.

39

1 Sec. 8. The JATC shall select and indenture a sufficient number of
2 apprentices to meet local manpower needs. The JATC is authorized to
3 indenture the number of apprentices necessary to meet the job site ratio as
4 per Section 12.

5 Sec. 9. Though the JATC cannot guarantee any number of
6 apprentices; if a qualified employer requests an apprentice, the JATC shall
7 make every effort to honor the request. If unable to fill the request within
8 ten (10) working days, the JATC shall select and indenture the next available
9 person from the active list of qualified applicants. An active list of qualified
10 applicants shall be maintained by the JATC as per the selection procedures.

11 Sec. 10. To accommodate short-term needs when apprentices are
12 unavailable, the JATC shall assign unindentured workers who meet the basic
13 qualifications for apprenticeship. Unindentured workers shall not remain
14 employed if apprentices become available for OJT assignment.
15 Unindentured workers shall be used to meet job site ratios except on wage-
16 and-hour (prevailing wage) job sites.

17 Before being employed, the unindentured person must sign a letter of
18 understanding with the JATC and the employer—agreeing that they are not
19 to accumulate more than two thousand (2,000) hours as an unindentured,
20 that they are subject to replacement by indentured apprentices and that they
21 are not to work on wage-and-hour (prevailing wage) job sites.

22 Should an unindentured worker be selected for apprenticeship, the
23 JATC will determine, as provided for in the apprenticeship standards, if
24 some credit for hours worked as an unindentured will be applied toward the
25 minimum OJT hours of apprenticeship.

26 The JATC may elect to offer voluntary related training to unindentured;
27 such as Math Review, English, Safety, Orientation/Awareness, Introduction
28 to OSHA, First-Aid and CPR. Participation shall be voluntary.

29 Sec. 11. The employer shall contribute to the local health and welfare
30 plans and to the National Electrical Benefit Fund (NEBF) on behalf of all
31 apprentices and unindentured. Contributions to other benefit plans may be
32 addressed in other sections of this agreement.

33

1 Sec. 12. Each job site shall be allowed a ratio of two (2) apprentices
2 for every three (3) Journeyman Wiremen or fraction thereof as illustrated
3 below.

<u>Number of Journeymen</u>	<u>Maximum Number of Apprentices/Unindentured</u>
4 1 to 3	2
5 4 to 6	4
6 etc.	etc.

7
8
9
10 The first person assigned to any job site shall be a Journeyman
11 Wireman.

12 A job site is considered to be the physical location where employees
13 report for their work assignments. The employer's shop (service center) is
14 considered to be a separate, single job site. All other physical locations
15 where workers report for work are each considered to be a single, separate
16 job site.

17 Sec. 13. An apprentice is to be under the supervision of a Journeyman
18 Wireman at all times. This does not imply that the apprentice must always
19 be in-sight-of a Journeyman Wireman. Journeymen are not required to
20 constantly watch the apprentice. Supervision will not be of a nature that
21 prevents the development of responsibility and initiative. Work may be laid
22 out by the employer's designated supervisor or journeyman based on their
23 evaluation of the apprentice's skills and ability to perform the job tasks.
24 Apprentices shall be permitted to perform job tasks in order to develop job
25 skills and trade competencies. Journeymen are permitted to leave the
26 immediate work area without being accompanied by the apprentice.

27 Apprentices who have satisfactorily completed the first four years of
28 related classroom training using the NJATC curriculum and accumulated a
29 minimum of six thousand five hundred (6,500) hours of OJT with
30 satisfactory performance, shall be permitted to work alone on any job site
31 and receive work assignments in the same manner as a Journeyman
32 Wireman. An apprentice shall not be the first person assigned to a job site
33 and apprentices shall not supervise the work of others.

34 Sec. 14. Upon satisfactory completion of apprenticeship, the JATC
35 shall issue all graduating apprentices an appropriate diploma from the
36 NJATC. The JATC shall encourage each graduating apprentice to apply for
37 college credit through the NJATC. The JATC may also require each
38 apprentice to acquire any electrical license required for journeymen to work
39 in the jurisdiction covered by this agreement.

40

1 Contributions/payments shall be deemed delinquent in the event payment is
2 not received on or before the fifteenth (15th) day of the month following the
3 month for which contributions are due. For those employers reporting in the
4 Electronic Transmittal System for the San Francisco System for the EISB
5 Electrical Industry, the contributions/payments shall be deemed delinquent if
6 the payment is not received on or before the twentieth (20th) day of the
7 month following the month for which contributions are due. After balancing
8 the additional administrative costs and efforts that would be necessary
9 against the potential benefit of having earlier contributions made, it has been
10 determined that the elective deferrals to the 401k plan as provided in Section
11 9 below shall also be due and payable at these same times. The 401k
12 collection procedures adopted by EISB are incorporated herein by this
13 reference.

14
15 Sec. 3. Liquidated Damages and Other Charges. If an Employer fails
16 to make the required contributions to the Fund as specified above, the Board
17 of Directors of EISB shall have the right to take whatever steps are
18 necessary to secure compliance. If an Employer is in default, the Employer
19 shall be liable for the amounts specified in the “Electrical Industry Service
20 Bureau Collection Policies and Procedures” (known as the “Collection
21 Policy”) which is attached as Appendix A to this Agreement. Any amounts
22 due and payable under such Collection Policy shall be added to and become
23 a part of the contributions due and payable, and the whole amount due shall
24 bear interest at the rate of ten percent (10%) per annum until paid. The
25 Employer shall also be liable for attorney fees and other costs of collecting.

26
27 Sec. 4. Transmittal Reports. Employer contributions shall be paid
28 monthly and be accompanied by a transmittal form by the dates specified in
29 Section 2 above. EISB will furnish a pre-printed transmittal form unless the
30 employer elects to provide its own computer printout in the exact format
31 described in subsection (a) below. Any such form must be approved in
32 advance by EISB. EISB will furnish electronically a pre-printed monthly
33 worksheet to employers participating in the EISB electronic transmittal
34 system. The following two reporting options apply:

35
36 (a) Manual Reporting: The completed transmittal form shall list the
37 following information for each employee and shall, unless otherwise agreed
38 to by the EISB office, be set forth in separate sequential columns as follows:
39 (1) Social Security Number; (2) Name of Employee; (3) NEBF Class; (4)
40 Number of Hours Worked; (5) Gross Pay; (6) Hourly Wage Rate; (7)
41 Amount of Vacation Allowance, Value of Listed Holidays, Thrift Savings

1 Deduction; (8) Amount of Dues withheld if authorized by the employee
2 pursuant to Dues Check off (to be implemented at a later date as determined
3 by the bargaining parties); (9) COPE Deduction if authorized by the
4 employee; and (10) Pension Contribution Rate, including the elective
5 deferral 401k rate.

6
7 (b) EISB Electronic Transmittal Reporting: Employers may participate
8 in the EISB Electronic Transmittal System. EISB shall prepare the monthly
9 transmittal report and calculate Gross Pay from worksheets transmitted by
10 the employer through a secure FTP process. The employer will
11 electronically report the information as follows: For each employee in
12 separate columns provided on either the pre-printed worksheet or on a
13 sequential file using the exact format: (1) Social Security Number; (2)
14 Name of Employee; (3) NEBF Class; (4) Number of Hours Worked at
15 Straight Time; Time and One Half; and Double Time; (5) Straight Time
16 Hourly Wage Rate; (6) Amount of Vacation Allowance, Value of Listed
17 Holidays, Thrift Savings Deduction; (7) Amount of Dues withheld if
18 authorized by the employee pursuant to Dues Check Off (to be implemented
19 at a later date as determined by the bargaining parties); (8) COPE Deduction
20 if authorized by the employee; and (9) Pension Contribution Rate, including
21 the elective deferral 401k rate. The employer shall compare the transmittal
22 prepared by EISB with monthly payroll records and report corrections.
23 Upon certifying the accuracy of the report, the employer has the option to
24 return the monthly transmittal check to EISB with a check for the amount
25 due, or authorize payment from the employer's bank account through an
26 Automated Clearing House (ACH) Debit.

27
28 (c) Monthly Transmittal — All Covered Employees: The monthly
29 transmittal shall cover every employee subject to this Agreement on the
30 payroll for all payroll weeks ending within the calendar month.

31
32 (d) Payroll Withholding & Deductions: The Employer shall make all
33 legal payroll withholdings for income tax, social security, unemployment
34 insurance, etc. from the total wages, including the full Vacation Allowance
35 on a monthly basis. This would include deductions for the IBEW COPE
36 Fund pursuant to a written authorization from such employees.

1 (e) Employees Sent to Work In Other Areas: When Employers send
2 workers to perform work outside the jurisdiction of the Union where a
3 different wage rate prevails, they shall be paid the highest rate. When a
4 worker is sent by an Employer to work in a jurisdiction that does not
5 participate in the same employee benefit plans as set forth in this Article VI,
6 the Employer shall report on the EISB Differential Transmittal Form the
7 difference between the vacation withholding, pension contributions, and
8 health and welfare contributions set forth in Article VI and the rates required
9 under the Collective Bargaining Agreement of the jurisdiction in which they
10 are working.

11
12
13 TERMS USED BELOW
14
15

16 LTD: Long Term Disability.

17 DB Rate: Defined Benefit Plan Rate

18 RSP Rate: Retirement Savings Plan Rate

19 NCEW: The Northern California Electrical Workers.

20 SFEW: The San Francisco Electrical Workers

21 SF-LMCC: The San Francisco Labor Management Cooperation Committee.

22 NLMCC: The NECA-IBEW National Labor Management Cooperation
23 Committee.

24
25 Sec. 5. Amount of Employer Contributions to Trust Funds and Entities.
26

27 The employer contribution amounts for each hour of work are:

28

29	<u>Electrical Workers Health and Welfare Trust</u>	<u>\$10.88</u>
30	Health & Welfare	10.65
31	LTD	.23

32

33 Effective as of January 1, 2010, the \$3.04 Retirement Savings Plan
34 Contribution and corresponding apprentice rates was diverted to the NCEW
35 Pension Plan as follows.

36

37	<u>NCEW Pension Trust</u>	<u>\$ 8.42</u>
38	NCEW Pension Plan	8.42
39	SFEW Retirement Savings Plan	0

1 Effective December 1, 2010, the Retirement Savings Plan contribution
 2 increased to \$1.00 per hour, with corresponding increases to apprentice rates
 3 (below). Thus, the rates are:

5	<u>NCEW Pension Trust</u>	<u>\$ 9.42</u>
6	NCEW Pension Plan	8.42
7	SFEW Retirement Savings Plan	1.00
8		
9	<u>Apprentice/SF-LMCC</u>	<u>\$1.115</u>
10	SFEW Apprentice Trust	.765
11	NLMCC	.010
12	<u>SF-LMCC</u>	<u>.340</u>
13	EISB	.03
14	LMCC	.09
15	Drug Testing	.01
16	Scholarship	.04
17	Industry Compliance	.10
18	Business Development	.07

19
 20 (a) Contributions for Apprentices: Apprentices are entitled to the
 21 percent of contribution to the NCEW Pension Plan and the SFEW
 22 Retirement Savings Plan equal to their percentage, beginning with their
 23 second year, as follows (effective as of January 1, 2011):

24	Level	DB Rate	RSP Rate	Total Rate
25	40%	\$0.00	\$0.00	\$0.00
26	45%	\$3.79	\$0.45	\$4.24
27	50%	\$4.21	\$0.50	\$4.71
28	55%	\$4.63	\$0.55	\$5.18
29	60%	\$5.05	\$0.60	\$5.65
30	65%	\$5.48	\$0.65	\$6.12
31	70%	\$5.90	\$0.70	\$6.59
32	75%	\$6.32	\$0.75	\$7.07
33	80%	\$6.73	\$0.80	\$7.54

34
 35
 36 Sec. 6. Vacation, Holiday and Thrift Amounts. The Employer shall
 37 withhold fourteen and a quarter percent (14.25%) of each employee's gross
 38 weekly wage and shall deposit this amount to the individual employee's
 39 Vacation, Holiday and Thrift Savings account in the financial institution
 40 selected by the Labor-Management Committee as provided below.

1 (a) These accounts shall be referred to as Vacation Allowance, the
2 Value of the Listed Holidays and Thrift Savings, i.e., two and a quarter
3 percent (6.25%) for Vacation Allowance, four percent (4%) for the Value of
4 the Listed Holidays as listed in Article IV, Section 1 and four percent (4%)
5 for the Thrift Savings Deduction.

6
7 (b) Employees who have executed a voluntary dues deduction
8 authorization card shall have two and a quarter percent (2.25%) of the
9 withheld wages for the Vacation Allowance deposited by EISB into an
10 individual Union dues account maintained by Local 6. Employees who have
11 executed a voluntary dues deduction authorization card shall deliver said
12 authorization to IBEW Local 6. IBEW Local 6 shall have sole responsibility
13 for notifying EISB as to the names of employees who have executed
14 voluntary dues deduction authorization cards and EISB may rely on
15 communications from Local 6 in order to implement the dues deduction
16 under this agreement. Monies deposited into an individual employee's dues
17 account shall be applied towards dues. Monies that are applied towards an
18 employee's dues in excess of any applicable dues shall be deposited
19 quarterly into the member's vacation/holiday/savings account. Neither the
20 employer, SFECA, Inc, nor EISB shall have any duty or responsibility in
21 collecting dues from IBEW members working under this agreement, other
22 than EISB's obligation to remit funds pursuant to this provision.

23
24 (c) This Vacation Allowance, the Value of the Listed Holidays and
25 Thrift Savings shall be withheld from the employee's weekly pay and shall
26 be sent on a monthly transmittal to: EISB, 720 Market Street, Suite 700, San
27 Francisco, California 94102, together with a check payable to a financial
28 institution selected by the Labor-Management Committee - Electrical
29 Industry Accounts.

30
31 (d) The Vacation Allowance, Value of the Listed Holidays, and
32 Thrift Savings Deduction must be paid to all workers who are directed by
33 the individual Employer to work on jobs outside the jurisdiction of Local
34 Union 6.

35
36 (e) The Union shall pay for all administrative expenses incurred in
37 the operation of the program other than those incurred within the individual
38 Employer's own office.

1 (f) Annual time-off for vacations for each employee subject to this
2 Agreement shall be scheduled once each twelve (12) month period from
3 February 1st, through January 31. The following rules shall apply in the
4 calculation and scheduling of vacations:

5
6 (1) Unless mutually agreed otherwise by the Union
7 Representative and the Employer Representative, all employees shall take
8 two (2) weeks' vacation each vacation year, which shall begin on a Monday.
9 The vacation period shall consist of two (2) workweeks of five (5)
10 consecutive workdays each. No additional vacation time off, as such, shall
11 be allowed because of any holiday that may fall within the vacation period.

12 (2) Any employee whose accumulated vacation allowance is
13 less than ten (10) days standard pay shall be required to take one day
14 vacation for the equivalent of each day of vacation pay on the same basis as
15 above.

16 (3) Not more than twenty percent (20%) of the employees in
17 any shop or on any job shall be granted their vacations at the same time
18 unless agreed to by the Employer.

19 (4) Employees failing to meet the vacation requirements shall
20 notify the Union in writing before December 30th of each vacation year.

21 (5) Time off for vacations is not accumulative from one
22 vacation year to the next vacation year.

23 (6) There shall be an interval of at least three (3) months
24 between a vacation for an employee in one vacation year and his vacation
25 scheduled in the next vacation year.

26 (7) No vacation time off, as such, will be given in excess of two
27 (2) weeks even though the vacation allowances accumulated may be in
28 excess of two (2) weeks normal pay. On the other hand no employee shall be
29 denied the right to two (2) weeks vacation time off when the vacation
30 allowance accumulated is less than two (2) weeks.

31
32 Sec. 7. Working Dues to Be Implemented at Future Date. The
33 Employer agrees to deduct and forward to the Financial Secretary of the
34 Local Union upon receipt of a voluntary written authorization, working dues
35 from the pay of each IBEW member. The amount to be deducted shall be
36 the amount specified in the approved Local Union Bylaws. Such amount
37 shall be certified to the Employer by the Local Union upon request by the
38 Employer. This provision shall be implemented at a future date upon mutual
39 agreement of the parties. Pending implementation of this provision, two and
40 a quarter percent (2.25%) of the wages that is withheld from the Vacation
41 Allowance pursuant to subsection 5(a) above shall continue to be applied

1 towards members' dues pursuant to signed voluntary dues authorization
2 cards.

3
4 Sec. 8. COPE Fund Deductions. The Employer agrees to deduct and
5 transmit to IBEW-COPE, five cents (\$0.05) an hour from the wages of each
6 employee who voluntarily authorizes such contributions on the forms
7 provided for that purpose by IBEW-COPE.

8
9 Sec. 9. National Electrical Benefit Fund Contribution. It is agreed
10 that in accordance with the Employees Benefit Agreement of the National
11 Benefit Fund ("NEBF"), as entered into between the National Electrical
12 Contractors Association and the International Brotherhood of Electrical
13 Workers on September 3, 1946, as amended, and now delineated as the
14 Restated Employees Benefit Agreement and Trust, that unless authorized
15 otherwise by the NEBF, the individual Employer will forward monthly to
16 the NEBF's designated local collection agent an amount equal to three
17 percent (3%) of the gross monthly labor payroll paid to, or accrued by, the
18 employees in this bargaining unit, and a completed payroll report prescribed
19 by the NEBF. The payment shall be made by check or draft and shall
20 constitute a debt due and owing to the NEBF on the last day of each calendar
21 month, which may be recovered by suit initiated by the NEBF or its
22 assignee. The payment and the payroll report shall be mailed to reach the
23 office of the appropriate local collection agent not later than fifteen (15)
24 calendar days following the end of each calendar month.

25 The individual Employer hereby accepts, and agrees to be bound by,
26 the Restated Employees Benefit Agreement and Trust, as it may be
27 amended. The failure of an individual Employer to comply with such
28 Agreement and Trust shall also constitute a breach of this Agreement.

29
30 Sec. 10. Employee Elective Deferrals to the SFEW Plan. On an
31 annual basis Journeymen may elect to defer a portion of his/her hourly wage
32 rate by dollar increments as set forth in the elective deferral classification in
33 Article VII. The employee's election shall be in compliance with the
34 Treasury Regulations implementing Section 401k of the Internal Revenue
35 Code. EISB shall furnish the Salary Reduction agreement forms necessary
36 to effect elective deferral contributions to the Plan. See Article VII of this
37 document for more details regarding the employee elective deferrals.

1 Sec. 11 (a). NECA-IBEW National Labor-Management Fund. The
2 parties agree to participate in the NECA-IBEW National Labor-Management
3 Cooperation Fund, under authority of Section 6(b) of the Labor-
4 Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section
5 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9).
6 The purposes of this Fund include the following:

7 1) to improve communication between representatives of labor and
8 management;

9 2) to provide workers and employers with opportunities to study and
10 explore new and innovative joint approaches to achieving organization
11 effectiveness;

12 3) to assist workers and employers in solving problems of mutual
13 concern not susceptible to resolution within the collective bargaining
14 process;

15 4) to study and explore ways of eliminating potential problems
16 which reduce the competitiveness and inhibit the economic development of
17 the electrical construction industry;

18 5) to sponsor programs which improve job security, enhance
19 economic and community development, and promote the general welfare of
20 the community and the industry;

21 6) to encourage and support the initiation and operation of similarly
22 constituted local labor-management cooperation committees;

23 7) to engage in research and development programs concerning
24 various aspects of the industry, including, but not limited to, new
25 technologies, occupational safety and health, labor relations, and new
26 methods of improved production;

27 8) to engage in public education and other programs to expand the
28 economic development of the electrical construction industry;

29 9) to enhance the involvement of workers in making decisions that
30 affect their working lives; and

31 10) to engage in any other lawful activities incidental or related to the
32 accomplishment of these purposes and goals.

33 Sec. 11 (b). The Fund shall function in accordance with, and as
34 provided in, its Agreement and Declaration of Trust, and any amendments
35 thereto and any other of its governing documents. Each Employer hereby
36 accepts, agrees to be bound by, and shall be entitled to participate in the
37 NLMCC, as provided in said Agreement and Declaration of Trust.

38 Sec. 11 (c). Each Employer shall contribute one cent (\$0.01) per hour
39 worked under this Agreement up to a maximum of 150,000 hours per year.
40 Payment shall be forwarded monthly, in a form and manner prescribed by
41 the Trustees, no later than fifteen (15) calendar days following the last day

1 of the month in which the labor was performed. The San Francisco
2 Electrical Contractors Association, NECA, or its designee, shall be the
3 collection agent for this Fund.

4 Sec. 11 (d). If an Employer fails to make the required contributions to
5 the Fund, the Trustees shall have the right to take whatever steps are
6 necessary to secure compliance. In the event the Employer is in default, the
7 Employer shall be liable for a sum equal to fifteen percent (15%) of the
8 delinquent payment, but not less than the sum of twenty (20) dollars, for
9 each month payment of contributions is delinquent to the Fund, such amount
10 being liquidated damages, and not a penalty, reflecting the reasonable
11 damages incurred by the Fund due to the delinquency of the payments. Such
12 amount shall be added to and become a part of the contributions due and
13 payable, and the whole amount due shall bear interest at the rate of ten
14 percent (10%) per annum until paid. The Employer shall also be liable for
15 all costs of collecting the payment together with attorneys' fees.

16 Sec. 11 (e). The one cent (\$0.01) per hour contribution for the
17 National LMCC is to be paid from the Local LMCC Fund. There will be no
18 increase in the wage/fringe package for this contribution.

19
20 Sec. 12. Productive Electrical Payroll. Each individual NECA
21 Employer shall contribute an amount not to exceed one percent (1%) nor
22 less than two tenths of one percent (.2 of 1%) of the productive electrical
23 payroll, as determined by the local Chapter, with the following exclusions:

24
25 1) Twenty-five percent (25%) of all productive electrical
26 payroll in excess of 75,000 man-hours paid for electrical work in any one
27 Chapter area during any one calendar year but not exceeding 150,000 man-
28 hours.

29 2) One hundred percent (100%) of all productive electrical
30 payroll in excess of 150,000 man-hours paid for electrical work in any one
31 Chapter area during any one calendar year.

32
33 (Productive electrical payroll is defined as the total wages [including
34 overtime] for all hours worked by all classes of electrical labor for which a
35 rate is established in the prevailing labor area where the business is
36 transacted.)

37
38 Sec. 13. Administrative Maintenance Fund. Each Employer shall
39 contribute three quarters of one percent (.75%) of the gross productive
40 payroll for all employees working under this Agreement to the
41 Administrative Maintenance Fund (AMF). The monies are for the purpose

1 of administration of this collective bargaining agreement, grievance
2 handling, and all other management duties and responsibilities in this
3 Agreement. The fund is to be administered solely by the employers. The
4 AMF contribution shall be submitted with all other fringe benefits and shall
5 be bound by the Collection Policy referenced below and which is Appendix
6 A. The enforcement for delinquent payments shall be the sole responsibility
7 of the Local Chapter and not the Local Union. The Fund may not be used in
8 any manner detrimental to the Local Union or the IBEW.

9
10 Article VII
11 RULES FOR ELECTIVE DEFERRALS
12 BY EMPLOYEES TO THE SAN FRANCISCO ELECTRICAL
13 WORKERS RETIREMENT PLAN
14

15 Section 1. Each employee desiring to defer a portion of his/her wages
16 to the 401k portion of the San Francisco Electrical Workers Retirement
17 Savings Plan shall submit a salary reduction agreement to EISB, which shall
18 act as the agent of the employer for the purposes of accepting salary
19 reduction agreements. Salary reduction agreements will be submitted to
20 EISB no later than December 8th (unless another date is selected by the
21 Board of Trustees) of each year for elective deferrals to be effective January
22 1 of the succeeding year. Deferrals may be elected only in increments set
23 forth in the elective deferral classifications listed below. Upon submission
24 of a salary reduction agreement in accordance with this section, EISB shall
25 notify employers of the deferral classification of each employee electing
26 deferrals on or before December 18th (unless another date is selected by the
27 Board of Trustees).
28

29 Sec. 2. Only journey level employees or above may elect to defer a
30 portion of their wages. Each journeyman desiring to do so shall select a
31 deferral classification as follows:
32

33	Class II-----	\$0.00/Hr
34	Class III-----	\$1.00/Hr
35	Class IV-----	\$2.00/Hr
36	Class V-----	\$3.00/Hr
37	Class VI-----	\$4.00/Hr
38	Class VII-----	\$5.00/Hr

1 Effective January 1, 2011, the following deferral classifications are
2 available:

3
4 Class VIII-----\$6.00/Hr
5 Class IX-----\$7.00/Hr
6

7 (a) Notwithstanding these contributions rates, the maximum elective
8 deferral amount shall not exceed the maximum permitted by the Internal
9 Revenue Code and lawful regulations.

10
11 (b) Only one (1) deferral classification may be implemented in any
12 one year. Once an employee elects to defer a portion of his/her wages and
13 the deferral classification to be implemented, deferrals will be honored by
14 employers at the elected deferral classification form year to year thereafter,
15 unless on or before December 8th, of any subsequent year, the employee
16 notifies EISB on a form approved by EISB, that the employee elects to
17 change his/her deferral classification or to cancel his/her Salary Reduction
18 agreement, effective as of January 1st of the next year.

19
20 (c) Notwithstanding an employee's election to defer a portion of
21 his/her wages, wage percentage calculations for Vacation/Holiday/Thrift
22 Savings shall be based upon the appropriate Class II wage, as if no elective
23 deferrals were in effect.

24
25 (d) Notwithstanding an employee's election to defer a portion of
26 his/her wages, NEBF payment calculations shall be based upon the
27 appropriate Class II wage, as if no elective deferrals were in effect.

28
29 (e) Deferral contributions shall be based on actual hours worked, and
30 shall not be increased for actual hours worked at overtime rates. Thus, for
31 example, Class III deferrals shall be contributed at one dollar (\$1.00)/Hr.
32 despite that such hour may be worked at time and one-half or double time.

33
34 (f) Wages and fringes, including deferral contributions, for work
35 performed by an employee covered by his agreement outside of the
36 jurisdiction of IBEW Local 6 shall be paid in accordance with such
37 employee's deferral classification pursuant to this agreement.

1 Sec. 3. 401k Delinquency Procedures.

2
3 (a) In accordance with the Priority Schedule, wages including
4 vacation withholding are credited first, followed by elective deferrals 401k
5 contributions.

6
7 (b) In the event that an employer is delinquent in the remittance of
8 all fringes, or has not remitted sufficient payment to cover 401k
9 contributions, EISB will advance the payment, to the extent possible and
10 upon timely receipt of the remittance report from the Employer. Although
11 twenty percent (20%) liquidated damages will be assessed on the
12 delinquency, this will prevent EISB from having to report the delinquency
13 on the annual Form 5500.

14
15 (c) If the delinquent Employer fails to timely provide EISB a copy of
16 the remittance report, or if EISB determines it is financially not feasible to
17 advance the payments, EISB will report such delinquency on the annual
18 Form 5500 and notify the Employer of special disclosure rules and penalties
19 that apply. The DOL treats employee contributions as a loan from the Plan
20 to the employer which is considered a prohibited transaction under The
21 Employee Retirement Income Security Act (ERISA).

22
23 (d) In addition to billing the Employer for liquidated damages, EISB
24 will compute each employees' "lost earnings" and "excise taxes" that will be
25 imposed as a result of the delinquency and bill the Employer accordingly.
26 Lost Earnings will be transmitted to the employees' individual accounts
27 upon receipt from the Employer.

28 (e) Delinquent Employers will be notified that they have the option of
29 making a filing under the DOL's Voluntary Fiduciary Correction (VFC)
30 Program which will exempt the delinquency from the prohibited transaction
31 rules including the excise taxes that will be imposed unless the delinquency
32 exceeds one hundred and eighty(180) days. The delinquency will not be
33 reported as a prohibited transaction on Schedule G of Form 5500, it will be
34 reported as a delinquent employee contributions on Schedule H of Form
35 5500.

36
37 (f) Upon notification that an Employer has chosen to make a VFC
38 filing, EISB will waive the excise tax, unless the delinquency exceeds one
39 hundred and eighty (180) days.

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Article VIII
SEPARABILITY CLAUSE

Section 1. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 18th day of June 2010

LOCAL UNION 6
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

SAN FRANCISCO ELECTRICAL
CONTRACTORS ASSN., INC.



JOHN J. O'ROURKE



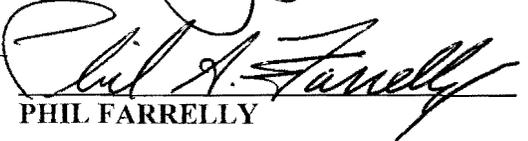
THOMAS A. COLEMAN



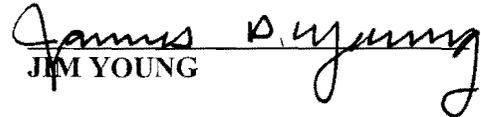
TIMOTHY J. DONOVAN



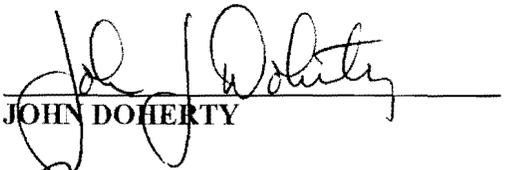
LEONARD LYNCH



PHIL FARRELLY



JIM YOUNG



JOHN DOHERTY



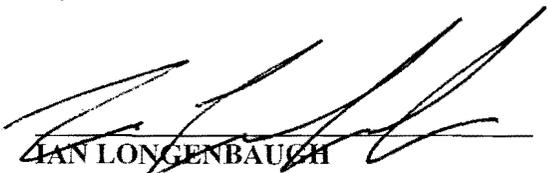
ERNIE ULIBARRI



JOSE FUENTES ALMANZA



MICHAEL GARNER



IAN LONGENBAUGH



JASON MC CLEAN

1 **AGREEMENT ON EMPLOYEE PORTABILITY**

2
3 **BETWEEN**

4
5 **THE INTERNATIONAL BROTHERHOOD**
6 **OF ELECTRICAL WORKERS**

7
8 **AND THE**

9
10 **NATIONAL ELECTRICAL**
11 **CONTRACTORS ASSOCIATION**

12
13
14 **AGREEMENT ON EMPLOYEE PORTABILITY**

15
16 This revised agreement, between the International Brotherhood of Electrical Workers
17 (“IBEW”) and the National Electrical Contractors Association (“NECA”), shall become
18 effective on January 1, 1997. This agreement shall apply throughout the United States,
19 and, except as provided in paragraph 3, it shall supersede any inconsistent provisions of
20 agreements between Local Unions of the IBEW and Chapters of NECA.
21

22 The IBEW and NECA agree as follows:
23

24 1. A contractor who is a member of NECA and who is bound by a collective
25 bargaining agreement between one IBEW Local Union and a NECA Chapter may bring
26 up to four bargaining unit employees employed in that Local Union’s jurisdiction
27 (“bargaining unit employees”) into the jurisdiction of another IBEW Local Union,
28 provided that the contractor is bound by a collective bargaining agreement with that other
29 Local Union covering the work to be performed. No more than four bargaining unit
30 employees may be employed at any one time under this paragraph in the jurisdiction of
31 that other Local Union.
32

33 2. A contractor who is a member of NECA and who is bound by a collective
34 bargaining agreement between one IBEW Local Union and a NECA chapter may bring
35 up to two bargaining unit employees per job from that Local Union’s jurisdiction into the
36 jurisdiction of another IBEW Local Union to perform specialty work or service and
37 maintenance work, provided that the contractor is bound by a collective bargaining
38 agreement with that other Local Union covering the work to be performed.
39

40 3. Notwithstanding the provisions of paragraphs 1 and 2 of this agreement, a
41 NECA Chapter and an IBEW Local Union may agree that a contractor may bring more
42 bargaining unit employees than permitted by those paragraphs into that Local Union’s
43 jurisdiction, provided that the contractor meets all of the qualifications described in
44 paragraphs 1 and 2 of this agreement.
45

46 4. A contractor bringing bargaining unit employees into a Local Union’s
47 jurisdiction pursuant to paragraphs 1 or 2 of this agreement will provide that Local
48 Union, either before such employees begin working or on the first weekday on which
49 such employees work, with the names and social security numbers of the employees and
50 the location and identity of the job on which they will be or are working.
51

52 5. In all other respects, a contractor bringing employees into a Local Union’s
53 jurisdiction pursuant to paragraphs 1 or 2 of this agreement will comply with all of the
54 terms of the collective bargaining agreement applicable to the work performed.

1 6. In times of unemployment in the jurisdiction of a Local Union where the work
2 is to be performed the traveling contractor shall be allowed to bring in the first two (2)
3 bargaining unit employees. The next two (2) bargaining unit employees shall come from
4 the Local Union where the work is to be performed. The next bargaining unit employee
5 will be from the traveling Local Union, followed by the next bargaining unit employee
6 from the Local Union where the work is performed. This system may continue until the
7 traveling contractor has a total of no more than four (4) bargaining unit employees in the
8 Local Union jurisdiction.

9
10 7. Times of unemployment shall be defined as periods where unemployment
11 exceeds 10% of the bargaining unit employees for a period of three (3) weeks in the
12 Local Union in whose area the work is being performed. Those persons who are on Book
13 1 and are not available for employment within 48 hours of a request for bargaining unit
14 employees shall not be considered as unemployed. Any questions or interpretations of
15 what constitutes unemployment shall be referred to the IBEW International Vice
16 President and the NECA Regional Director.

17
18 8. The purpose of this agreement is to allow a traveling contractor to bring into
19 another jurisdiction a limited number of bargaining unit employees already on the payroll
20 who are knowledgeable of the contractor's work practices and the customer's
21 requirements for start up and completion of the work to be performed. Any bargaining
22 unit employee being assigned into the jurisdiction of another Local Union under this
23 agreement must have been employed by the inside or outside traveling contractor for a
24 period not less than two (2) weeks immediately prior to traveling to the job where the
25 work is to be performed unless a lesser period is agreeable with the receiving Local
26 Union.

27
28 9. This agreement is intended to apply only to contractors who are members of
29 NECA, and nothing herein is intended to limit or otherwise affect the right of the IBEW
30 or its affiliated Local Unions to bargain with any other person, firm, corporation, or entity
31 with regard to subjects similar or identical to those herein.

32
33 10. This agreement will not apply to any work performed under the Joint
34 National Agreement for Instrument Technicians, the Outside Utility Construction
35 National Project Agreement, the National Teledata Agreement, or any International
36 Specialty Agreement.

37
38 11. This agreement will remain in effect from year to year. Either party may
39 terminate this agreement by providing the other with written notice at least 180 days prior
40 to the next anniversary date of this agreement.

41
42 Signed this 20th day of December, 1996.

43
44 For the International Brotherhood
45 of Electrical Workers

For the National Electrical
Contractors Association



J. J. Barry
International President



John M. Grau
Executive Vice President

