

K8538

1,150 workers



# Labor-Management Committee - FOR THE - Electrical Construction Industry

720 MARKET STREET, SUITE 700  
SAN FRANCISCO, CA 94102  
(415) 263-3670 • FAX (415) 263-3672



June 30, 2003

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54 199

TO: ALL EMPLOYERS AND IBEW LOCAL 6 EMPLOYEES COVERED UNDER THE INSIDE AGREEMENT

SUBJECT: YEAR 2003 CONTRACT NEGOTIATIONS SETTLEMENT WAGE FRINGE PACKAGE

Terms of Agreement: 2 years; June 1, 2003 thru May 31, 2005

Wage package is based on the Journeyman rate and is to be implemented June 1<sup>st</sup>.

Increase increment as follows:	June 1, 2003:	\$0.65
	December 1, 2003:	\$0.75
	June 1, 2004:	\$0.85
	December 1, 2004:	\$0.75

<u>June 1, 2003 Allocation:</u>	\$0.50 Health & Welfare; \$0.15 Apprenticeship Trust
<u>December 1, 2003 Allocation:</u>	\$0.75 Health & Welfare
<u>June 1, 2004 Allocation:</u>	\$0.10 Apprenticeship Trust; \$0.75 not yet allocated
<u>December 1, 2004 Allocation:</u>	\$0.75 not yet allocated

### Hourly Wage Rates

(See attached schedule for details on wages/pension rates by "Pension Classifications")

Job Classification	Wages
Journeyman	\$45.55
Foreman, Shop Foreman	\$51.24
General Foreman	\$56.94

### Fringe Benefit Rates

Fund	Contribution
Health and Welfare	\$6.05 per hour worked
Pension (Local)	\$6.45 per hour worked
Apprenticeship/EISB/LMCC*	\$0.745 per hour worked
NEBF	3% Gross Wages

\*\$0.555 Apprenticeship; \$0.63 EISB; \$0.06 SF-LMCC; \$0.01 Nat'l LMCC; \$0.06 Compliance Officer

### Apprentices

Level	Time Period	Hourly Wage Rate	Hourly Pension Contribution
40%	1 <sup>st</sup> 12 months	\$18.22	\$0.00
45%	3 <sup>rd</sup> 6 months	\$20.50	\$2.80
50%	4 <sup>th</sup> 6 months	\$22.78	\$3.23
55%	5 <sup>th</sup> 6 months	\$25.05	\$3.55
60%	6 <sup>th</sup> 6 months	\$27.33	\$3.87
65%	7 <sup>th</sup> 6 months	\$29.61	\$4.19
70%	8 <sup>th</sup> 6 months	\$31.89	\$4.52
75%	9 <sup>th</sup> 6 months	\$34.16	\$4.84
80%	10 <sup>th</sup> 6 months	\$36.44	\$5.16

*John J. O'Rourke*  
John J. O'Rourke, Bus. Mgr./Financial Secretary  
IBEW Local 6

*Bartlett D. Dickson*  
Bartlett D. Dickson, Executive Manager  
San Francisco Electrical Contractors Assn., Inc.

**ARTICLE 1, SECTION 8**

(Add)

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

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

**If the parties are unable to agree on selecting an arbitrator from this list the parties shall select from a 2<sup>nd</sup> list of seven names provided by the Federal Mediation and Conciliation Service.**



K 8538

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52 pgs.

**SFECA**

# INSIDE AGREEMENT

Between

LOCAL UNION 6

International Brotherhood of

Electrical Workers

San Francisco, California

and

THE SAN FRANCISCO

ELECTRICAL CONTRACTORS

ASSOCIATION, INC.

June 1, 2000 - May 31, 2003



# INSIDE AGREEMENT

Between

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ELECTRICAL CONTRACTORS  
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June 1, 2000 - May 31, 2003



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## AGREEMENT INSIDE WIREMEN

5 Agreement by and between the San Francisco Electrical Contractors  
6 Association, Inc., and Local Union No. 6, I.B.E.W.

7 It shall apply to all firms who sign a letter of assent to be bound by  
8 this Agreement.

9 As used hereinafter in this Agreement, the term "Association" shall  
10 mean the San Francisco Electrical Contractors Association, Inc. and the term  
11 "Union" shall mean Local Union No. 6, I.B.E.W.

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

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

17 Each firm signatory to this Agreement shall advise Local Union No. 6  
18 of the individual in their respective firms who shall be known as the  
19 "Employer." Each firm agrees to promptly notify the Union in writing of any  
20 change in individual known as the "Employer." It is not the intent of this  
21 Agreement to recognize the RME or RMO as an employee for the purposes  
22 of this Agreement.

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

### BASIC PRINCIPLES

28 The Association and/or the Employer and the Union have a common  
29 and sympathetic interest in the Electrical Industry. Therefore, a working  
30 system and harmonious relations are necessary to improve the relationship  
31 between the Association and/or Employer, the Union and the Public.  
32 Progress in Industry demands a mutuality of confidence between the  
33 Association and/or Employer and the Union. All will benefit by continuous  
34 peace and by adjusting any differences by rational, common sense methods.  
35 Now, therefore, in consideration of the mutual promises and agreements  
36 herein contained, the parties hereto agree as follows:

1 SCOPE OF AGREEMENT

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

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

17  
18 Article I  
19 EFFECTIVE DATE — CHANGES  
20 TERMS OF THE AGREEMENT  
21 TERMINATION — DISPUTES  
22

23 Section 1. This Agreement shall take effect June 1, 2000, and shall  
24 remain in effect through May 31, 2003, unless otherwise specifically  
25 provided for herein. It shall continue in effect from year to year thereafter,  
26 from June 1, through May 31, of each year, unless changed or terminated in  
27 the way later provided herein.

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

1 Sec. 2. (a) Either party desiring to change or terminate this Agreement must  
2 notify the other in writing at least one hundred and twenty (120) days prior  
3 to the anniversary date.

4 (b) Whenever notice is given for changes, the nature of the changes  
5 desired must be specified in the notice.

6 (c) The existing provisions of the Agreement shall remain in full force  
7 and effect until a conclusion is reached in the matter of proposed changes.

8 (d) In the event that either party has given a timely notice of proposed  
9 changes and an agreement has not been reached by the anniversary date to  
10 renew, modify or extend this Agreement or to submit the unresolved issues  
11 to arbitration, either party may serve the other a ten (10) day written notice  
12 terminating this Agreement. The terms and conditions of this Agreement  
13 shall remain in full force and effect until the expiration of the ten (10) day  
14 period.

15 (e) By mutual agreement only, the parties may jointly submit the  
16 unresolved issues to arbitration for adjudication. The arbitrator's decision  
17 shall be final and binding on all parties hereto. The arbitrator shall be  
18 selected by lot from the list of arbitrators set forth in Section 8.

19 Sec. 3. This Agreement shall be subject to change or supplement at  
20 any time by mutual consent of the parties hereto. Any such change or  
21 supplement agreed upon shall be reduced to writing, signed by the parties  
22 hereto, and submitted to the International Office of the IBEW for approval,  
23 and the same as this Agreement.

## 24 GRIEVANCE — DISPUTES

25  
26  
27 Sec. 4. During the term of this Agreement, there shall be no stoppage  
28 of work either by strike or lockout because of any proposed changes in this  
29 Agreement or dispute over matters relating to this Agreement. All such  
30 matters must be handled as stated herein.

31 However, no part of this Agreement is to be interpreted as requiring  
32 members of the Union to work behind a recognized picket line or where  
33 strike, lockout or other conditions detrimental to the interest of the Local  
34 Union prevail.

35 Sec. 5. There shall be a joint Labor-Management Committee of four  
36 (4) who shall be chosen by the Local Union, and four (4) who shall be  
37 chosen by the San Francisco Electrical Contractors Association, Inc. It shall  
38 meet regularly at such times as it may decide. It shall also meet within forty-  
39 eight (48) hours, Saturdays, Sundays and Holidays excluded, after notice is  
40 given by either party. It shall select its own Chairman and Secretary.



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

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

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

14           His decision shall be final and binding. This arbitrator so selected  
15 shall not have the authority to consider any matters other than those  
16 specifically presented to him by the Labor-Management Committee.

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

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

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

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

32           Sec. 10. If any section of this Agreement is determined to be unlawful  
33 and such section requires payment of money by the Employer, any monies  
34 that would have been paid had the section been determined to be lawful  
35 shall continue to be paid in escrow and the parties shall meet, establish a  
36 joint escrow agreement, and endeavor to provide a lawful substitute utilizing  
37 such monies. Alternatively they shall negotiate a lawful provision that shall  
38 require approximately the same payment by the Employer. This payment  
39 may be allocated to any lawful wage or fringe benefit provision mutually

1 agreeable. If the parties are unable to agree, the matter may be submitted to  
2 arbitration as provided in this Agreement.

3  
4 Article II  
5 ASSOCIATION/EMPLOYER'S RIGHTS  
6 UNION RIGHTS  
7

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

15 (a) The Employer may work with the tools on 1 and 2 family  
16 wood frame residential construction only, providing:

17 1. He employs no more than three (3) workmen including himself  
18 under the terms of this Agreement.

19 2. He employs at least one Journeyman in addition to himself.

20 3. He works with a Journeyman, when he works with the tools.

21 4. He lives up to the terms and conditions of this Agreement.

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

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

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

#### 11 Bonding Schedule

- |  |              |
|--|--------------|
| 12 (1) One (1) to ten (10) Employees                                   | \$10,000.00  |
| 13 (2) One (1) to fifty (50) Employees                                 | \$50,000.00  |
| 14 (3) One (1) to one hundred (100) employees                          | \$100,000.00 |
| 15 (4) Over one hundred (100) employees add the appropriate increments |              |
- 16 above.

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. Local Union No. 6 is a part of the International Brotherhood  
17 of 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 I.B.E.W., other than violations of Section 10(a) of this article, will be  
20 sufficient cause for the cancellation of this Agreement by the Local Union,  
21 after a finding has been made by the International President of the Union  
22 that such a violation or annulment has occurred.

23           (a) The subletting, assigning, or transfer by an Individual  
24 Employer of any work in connection with electrical work to any person, firm  
25 or corporation not recognizing the I.B.E.W. or one of its local unions as the  
26 collective bargaining representative of his employees on any electrical work  
27 in the jurisdiction of this or any other local union to be performed at the site  
28 of the construction, alteration, painting, or repair of a building, structure or  
29 other work, will be deemed a material breach of this Agreement.

30           (b) All charges of violations of Section 10(a) of this article shall  
31 be considered as a dispute and shall be processed in accordance with the  
32 provisions of this Agreement covering the procedure for the handling of  
33 grievances and the final and binding resolution of disputes.

1 (c) The policy of the Union and the workmen it represents is to  
2 promote the use of materials and equipment manufactured, processed, or  
3 repaired under economically sound wages, hourly and working conditions  
4 by their fellow members of the International Brotherhood of Electrical  
5 Workers.

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

11 Sec. 11. No Employer shall assign workmen under this Agreement to  
12 any electrical work or project taken over from a previous Employer who is  
13 in default as to wages or fringe benefit payments on such work or project  
14 until such default has been corrected or guaranteed by cash deposit or  
15 special bond with the E.I.S.B., Inc.

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

20 Sec. 13. "Dual Capacity": All manual electrical work shall be  
21 performed by workmen employed under the terms of the Agreement and the  
22 applicable supplements thereto, (except as provided in Article II, Section 1).  
23 No workman shall himself become a contractor for the performance of any  
24 electrical work while he is subject to employment or remains subject to  
25 employment under the terms of this Agreement and/or supplements thereto.

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

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

35 Sec. 14. (a) The Union agrees that if during the life of this Agreement,  
36 it grants to any other Employer for the performance or any of the functions  
37 set forth in this Agreement, any better terms, conditions or practices than  
38 those set forth in this Agreement and the applicable supplements thereto,  
39 such better terms, conditions or practices shall be made available to the  
40 Employers operating under this Agreement and the Union shall immediately

1 notify the Association or its representatives of any such concessions allowed  
2 or arranged.

3 (b) In order to be competitive in the market and to meet the  
4 special needs of Employers on particular jobs, the Union may provide  
5 special consideration to Employers who request such treatment and who  
6 demonstrate, to the Union's satisfaction, a specific marketing need with  
7 regard to a particular job. Any special terms, conditions, modifications or  
8 amendments so provided by the Union, shall be implemented with regard to  
9 the particular job for which they were requested. To the extent feasible  
10 within time constraints, such special terms, conditions, modifications or  
11 amendments shall be made available to all signatory Employers with regard  
12 to the particular job in question, but shall not constitute an action subject to  
13 the favored nations clause in this Agreement.

14 Sec. 15. The Employer shall not enter into an agreement, with any  
15 other union, covering any work, which is covered by this Agreement.

16 This section is not intended to settle jurisdictional disputes.

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

29 Sec. 17. In order to protect and preserve, for the employees covered  
30 by this Agreement, all work heretofore performed by them, and in order to  
31 prevent any device or subterfuge to avoid the protection and preservation of  
32 such work, it is hereby agreed as follows: If and when the Employer shall  
33 perform any work of the type covered by this Agreement, under its own  
34 name or under the name of another, as a corporation, company, partnership,  
35 or any other business entity, including a joint venture, wherein the  
36 Employer, through its officers, directors, partners or stockholders, exercises  
37 either directly or indirectly, management control or majority ownership, the  
38 terms and conditions of this Agreement shall be applicable to all such work.

1           Sec. 18. Any Employer, applicant, or workman attempting to  
2 circumvent or bypass the provisions of this referral procedure either in the  
3 solicitation of work or offering of employment to workmen shall be in  
4 violation of this Agreement.

5           Sec. 19. The Employer agrees that, if it has not previously done so, it  
6 will recognize the Union as the exclusive collective bargaining agent for all  
7 employees performing electrical work within the jurisdiction of the Union,  
8 on all present and future job sites; if and when a majority of the Employer's  
9 employees authorized the Union to represent them in collective bargaining.

10           Sec. 20. The Employer may recall a former employee, who has  
11 worked at least one year with the Employer, and who is continuously since  
12 layoff, on the Group I out-of-work list, not exceeding 6 months; providing  
13 the employee has accepted no other work in the jurisdiction of the Local  
14 Union No. 6. An employee must have worked one year with the employer  
15 following his recall prior to being eligible for a second recall by the same  
16 employer.

17           Sec. 21. An Employer may call an employee to work as Foreman by  
18 name provided:

19           (a) The employee has not quit his most recent (a) previous  
20 employer.

21           (b) The Employer shall notify the Business Manager in writing  
22 of the name of the individual who is to be requested for employment as a  
23 Foreman. Upon such request, the Business Manager shall refer said Foreman  
24 provided the name appears on GROUP I.

25           (c) The person hired must be employed for a minimum of 1,000  
26 hours as a working foreman or receive a lay off.

27           1. After 1,000 hours have been worked the employer  
28 may change the individual's foreman status to either General Foreman or  
29 Journeyman depending on job requirements.

1  
2 Article III  
3 REFERRAL PROCEDURE — UNION SECURITY

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

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

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

14 (c) 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 accordance with the  
20 following procedure.

21 (d) The Union shall maintain a register of applicants, who shall  
22 be unemployed, for employment established on the basis of the groups listed  
23 below. Each applicant for employment shall be registered in the highest  
24 priority group 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's  
29 examination of the proper classification given by a duly constituted Local  
30 Union of the International Brotherhood of Electrical Workers, or have been  
31 certified as a Journeyman Wireman by any Inside Joint Apprenticeship and  
32 Training Committee, and who have been employed for a period of at least  
33 one (1) year in the last four (4) years under a collective bargaining  
34 agreement between the parties in this area to this 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 trade under a collective  
5 bargaining agreement between the parties to this Agreement.  
6

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

9 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 excepted, 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." The Employer shall notify the Business  
15 Manager promptly of the names and Social Security numbers of such  
16 temporary employees and shall replace such temporary employees as soon  
17 as registered applicants for employment are available under the referral  
18 procedure.

#### 19 DEFINITIONS

20  
21 "Normal construction labor market" is defined to mean the following  
22 geographical area:

23 CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA. The  
24 above geographical area is agreed upon by the parties to include the areas  
25 defined by the Secretary of Labor to be the appropriate prevailing wage area  
26 under the Davis-Bacon Act to which this Agreement applies, plus the  
27 commuting distance adjacent thereto, which includes the area from which  
28 the normal labor supply is secured.

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

33 "Examination." An "examination" shall include experience rating  
34 tests if such examination shall have been given prior to the date of this  
35 Agreement, but from and after the date of this Agreement shall include only  
36 written and/or practical examinations of the proper classification given by  
37 this Local Union, or any other duly constituted Local Union of the  
38 International Brotherhood of Electrical Workers. Reasonable intervals of  
39 time for examinations are specified as six (6) months. An applicant shall be  
40 eligible for examination if he has four (4) years experience at the trade.

1 (e) The Union shall maintain an "Out-of-Work-List" which  
2 shall list the applicants within each group in chronological order of the dates  
3 they register their availability for employment.

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

9 (f) Employers shall advise the Business Manager of the Local  
10 Union of the number of applicants needed. The Business Manager shall refer  
11 applicants to the Employer by first referring applicants in GROUP I, in the  
12 order of their places on the Out-of-Work-List and then referring applicants  
13 in the same manner successively from the Out-of-Work-List in GROUP II,  
14 then GROUP III and then GROUP IV. Any applicant who is rejected by the  
15 Employer shall be returned to his appropriate place within his GROUP and  
16 shall be referred to other employment in accordance with the position of his  
17 GROUP and his place within the GROUP. The only exceptions which shall  
18 be allowed in this order or referral are as follows:

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

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

28 (g) An Appeals Committee is hereby established composed of  
29 one member appointed by the Union, one member appointed by the  
30 Association, as the case may be, and a Public Member appointed by both of  
31 these members.

32 It shall be the function of the Appeals Committee to consider any  
33 complaint of any employee or applicant for employment arising out of the  
34 administration by the Local Union of Section 1, Item (c) to Section 1, Item  
35 (f) inclusive of this Article. The Appeals Committee shall have the power to  
36 make a final and binding decision on any such complaint, which shall be  
37 complied with by the Local Union. The Appeals Committee is authorized to  
38 issue procedural rules for the conduct of its business, but it is not authorized  
39 to add to, subtract from, or modify any of the provisions of this Agreement,  
40 and its decision shall be in accord with this Agreement.

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

9 1. An applicant who is discharged for cause three times  
10 within a six-month period may be referred to the neutral member of the  
11 appeals committee for a determination as to the applicant's continued  
12 eligibility for referral. The neutral member of the Appeals Committee shall,  
13 within five business days, review the qualifications of the applicant and the  
14 reasons for the discharge. The neutral member of the appeals committees  
15 may, in his/her sole discretion: (1) refer the applicant to an employee  
16 assistance program, if available, for evaluation and recommended action; (2)  
17 disqualify the applicant for referral for a period of four weeks, or longer,  
18 depending on the seriousness of the conduct and/or repetitive nature of the  
19 conduct; (3) restore the applicant to his/her appropriate place on the referral  
20 list.

21 (h) A representative of the Employer or of the Association, as  
22 the case may be, designated to the Union in writing, shall be permitted to  
23 inspect the Referral Procedure records at any time during normal business  
24 hours.

25 (i) A copy of the referral procedure set forth in this Agreement  
26 shall be posted on the Bulletin Board in the offices of the Local Union and in  
27 the offices of the Employers who are parties to this Agreement.

28 (j) Apprentices shall be hired and transferred in accordance  
29 with the apprenticeship provisions of the Agreement between parties.

30 Sec. 2. 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.

1 Article IV  
2 HOURS, WAGE PAYMENT, APPRENTICES,  
3 WORKING CONDITIONS  
4

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

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

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

20 New Year's Day, Martin Luther King Jr. Day, President's Day,  
21 Memorial Day, Independence Day (4th of July), Friday preceding Labor  
22 Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the  
23 day before Christmas when it falls on Monday through Friday, and  
24 Christmas.

25 When any of the above Holidays fall on Sunday, the following day  
26 shall be observed in lieu thereof. No overtime shall be performed without  
27 permission of the Business Manager.

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

32 Martin Luther King Jr. Day - Third Monday in January

33 President's Day - Third Monday in February

34 Memorial Day - Last Monday in May

35 Friday preceding Labor Day

36 Labor Day - First Monday in September

1           Sec. 2. Employees required to work four (4) hours or more before the  
2 beginning of regular working hours, shall be paid at the double time rate for  
3 hours worked until relieved from duty. Employees required to work less than  
4 four (4) hours before their regular starting time shall be paid at the overtime  
5 rate until starting time of their regular workday, and straight time for their  
6 regular workday. Meal periods shall not constitute relieved from duty for  
7 the application of this provision.

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

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

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

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

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

27           Sec. 4. When it is necessary to work overtime on any job covered by  
28 this Agreement, men working on the job shall be given first preference. Men  
29 from other jobs shall not be brought in to work on overtime until all men on  
30 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  
17 minutes (30), on the Employer's time.

18 Sec. 5. Whenever 20% of the Inside Wiremen dispatched from the  
19 Group I or Group II out of work list, or currently employed by electrical  
20 contractors with 1,760 or more hours for the year become unemployed for a  
21 period of two (2) weeks, the work week shall be reduced from five (5) days  
22 to four (4) days.

23 The number of Inside Wiremen to be used as 100%, against which  
24 20% is determined, shall be concluded as follows:

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

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

36 No workman shall be allowed to act as Foreman on more than one job  
37 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 4% Vacation Pay, 4% Thrift Savings and 4% shall be  
25 the Value of the Listed Holidays, effective on the dates indicated:  
26

	Effective June 1, 2000 per hour
27	
28	
29	
30	
31 Journeyman	\$39.58
32 Foreman, Shop Foreman, and Cable Splicer	\$44.53
33 General Foreman	\$49.48

34 Note: See Article VI, Section 7(b) and Article VII,  
35 for M.P.P. option.

1  
2  
3  
4 **Apprentices (per hour)**

<u>WAGE RATES</u>			<u>PENSION CONTRIBUTIONS</u>		
5	1 <sup>st</sup> 12 months	40%.....\$15.83	40%.....\$0.00		
6	3 <sup>rd</sup> 6 months	45%.....\$17.81	45%.....\$2.90		
7	4 <sup>th</sup> 6 months	50%.....\$19.79	50%.....\$3.23		
8	5 <sup>th</sup> 6 months	55%.....\$21.77	55%.....\$3.55		
9	6 <sup>th</sup> 6 months	60%.....\$23.75	60%.....\$3.87		
10	7 <sup>th</sup> 6 months	65%.....\$25.73	65%.....\$4.19		
11	8 <sup>th</sup> 6 months	70%.....\$27.71	70%.....\$4.52		
12	9 <sup>th</sup> 6 months	75%.....\$29.69	75%.....\$4.84		
13	10 <sup>th</sup> 6 months	80%.....\$31.66	80%.....\$5.16		

14  
15 Journeyman increase effective June 1, 2001, \$3.50 per hour and June  
16 1; 2002, \$3.25 per hour (this increase is based on the Journeyman  
17 classification. All other classifications to be increased on their historical  
18 percentage).

19 Various fringe benefit payments may be increased prior to June 1 of  
20 any year by reducing the above rates accordingly.

21  
22 Sec. 7. Men laid off shall be notified of such layoff at least one (1)  
23 hour before termination of work. Men shall be paid all wages due  
24 immediately when laid off, and such wages shall include the one (1) hour's  
25 pay after notification.

26 (a) When workmen are laid off, the Employer shall complete a  
27 termination report form as supplied and must comply with the instructions  
28 on said form.

29 Sec. 8. Wages shall be paid every Wednesday by the Electrical  
30 Employer by whom the workman is employed, and not more than three (3)  
31 days' wages shall be withheld. The Employer shall pay wages on the job or  
32 allow employees sufficient time to reach the shop on payday before the close  
33 of working hours. Any workman laid off or discharged by the Employer  
34 shall be paid all his wages immediately. In the event he is not paid off,  
35 waiting time at the straight time rate of pay shall be paid until payment is  
36 made. The time calculated is on a 24 hour basis. Wages shall be paid on  
37 Tuesday when a recognized holiday falls on Wednesday and the Tuesday  
38 payday shall be the same as the normal Wednesday payday.



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  
10 fide Branch office located in the State of California shall use  
11 payroll checks drawn on an account located at a San  
12 Francisco Bank.

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

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

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

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

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

34 Sec. 14. When Employers send workmen to perform work outside the  
35 jurisdiction of the Union where a different wage rate prevails, they shall be  
36 paid the highest rate. When workmen are required to work in any  
37 jurisdiction that does not participate in the same employee plans as set forth  
38 in Article VI of this Agreement, the Employer shall comply with the  
39 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. Any outside firm doing electrical work within the jurisdiction  
17 of Local Union No. 6, shall be allowed to bring in one (1) Journeyman who  
18 shall have previously worked for the Employer and who shall furnish  
19 evidence to the Business Manager that he receives all necessary expenses  
20 and travel time and he shall comply with all terms and conditions of this  
21 Agreement. In any case, the Employer must employ at least one (1)  
22 additional local Journeyman and comply with all terms and conditions of  
23 this Agreement. Travel time outside of the workday shall be at the rate of  
24 pay for that day. Workmen who are required to work overtime shall continue  
25 on the overtime rate while returning to the shop.

26           When any complaint or dispute arises dealing with this question any  
27 ruling made by the International Office of the Union shall be accepted and  
28 put into effect.

29           Sec. 17. A signatory Employer performing work within the  
30 jurisdiction of Local Union No. 6 may be allowed to bring in one I.B.E.W.  
31 GROUP 1 Journeyman from an adjacent I.B.E.W. Bay Area Inside  
32 Construction Local Union if prior written approval is given by the Business  
33 Manager of Local Union No. 6.

1           Sec. 18. No workman shall furnish stocks, dies, stilson wrenches over  
2 fourteen (14) inches long, hack saw blades, fish steel, wood bits, hickkeys,  
3 rotary cutters, taps, twist drills, acetylene torch, presto tank, portable electric  
4 drills, ladders, vises, gads, star drills, special tools of any kind or special tool  
5 boxes.

6           Sec. 19. The Employer shall only be responsible for the replacement  
7 of the employee's tools lost or damaged due to fire or theft under the  
8 following terms and conditions while those tools are located within the  
9 jurisdiction of Local Union No. 6, except when an employee's tools are lost  
10 outside the jurisdiction of Local Union No. 6 when he is sent by the  
11 Employer to such location.

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

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

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

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

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

30           (f) In the event of a disputed claim, both the Employer or his  
31 representative and the employee must appear before the Labor-Management  
32 Committee, whose ruling shall be binding. If the Employer requires the  
33 employee to appear before the Committee, the Employer shall pay for all  
34 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 Screwholder insulated

39 Wirestripper

1           Sec. 20. 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 preplamped fixtures.

5           Sec. 21. 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. 22. 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           Sec. 23. On all energized circuits of four hundred and forty (440) volts  
29 or over, as a safety measure, two (2) or more Journeymen of the proper  
30 classification must work together, except for testing or replacing fuses.

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

33           Sec. 24. Underground and Tunnel Work. All rates of pay shall be  
34 increased when work is performed in any uncompleted tunnel or shaft. All  
35 rates of pay for men assigned to work in such tunnels or shafts shall be  
36 increased ten percent (10%). Employees on the job for five (5) hours during  
37 the regular working hours shall receive a minimum of a day's pay. The  
38 Employer shall furnish and be responsible for all safety equipment and  
39 clothing as required by the Division of Industrial Safety or as required by  
40 special conditions.

1           Sec. 25. When employees are required to work in any area that is  
2 under full asbestos containment procedures and required to wear related  
3 safety clothing and breathing apparatus said employees shall receive the  
4 regular hourly rate plus 10%.

5           When employees are required to work less than seven continuous  
6 hours they shall receive the regular rate plus 10% per hour worked, provided  
7 however no employee shall receive less than two (2) hours at the regular  
8 hourly rate plus 10%.

9           Asbestos certification shall be recognized as a special skill.  
10 Employees shall not be responsible for any costs associated with  
11 certification or any required equipment for performing work under asbestos  
12 containment.

13           Employees cannot be terminated for refusal to work in an asbestos  
14 area.

15           This section shall become effective September 1, 2000.

16           Sec. 26. When workmen are transported by non scheduled aircraft  
17 they shall be protected by a Life and Casualty Insurance Policy in the  
18 amount of \$50,000.00, in addition to regular Workmen's Compensation  
19 coverage.

20           Sec. 27. If during the terms of this agreement, the Davis-Bacon  
21 prevailing wage rate is lowered as the result of a wage survey causing the  
22 lowering of such prevailing wage rate, subject to the requirements set forth  
23 below, all signatory contractors shall be permitted to bid future federal  
24 public works projects, not already awarded or bid, at the lower prevailing  
25 wage rate. If, during the term of this agreement, the state prevailing wage  
26 rate is lowered as the result of a wage survey causing the lowering of such  
27 prevailing wage rate, subject to the requirements set forth below, all  
28 signatory contractors shall be permitted to bid future state public works  
29 projects, not already awarded or bid at the lower prevailing wage rate.  
30 Before any contractor is permitted to pay less than the contractual wage rate  
31 as the result of a wage survey lowering the prevailing wage rate as described  
32 above, the contractor must: receive written verification from the parties to  
33 this agreement that the lower advertised wage rate is the applicable wage  
34 rate to be used in the bid for that project.

## SHIFT WORK

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3       Sec. 28. 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  
8 receive eight (8) hours' pay at the regular hourly rate for  
9 eight (8) hours' work.

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

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

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

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

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

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

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.

## APPRENTICES

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3 Sec 30. (a) There shall be a minimum of 10 periods of apprenticeship.  
4 The first two periods, consisting of 800 hours each and satisfactory progress  
5 of the related classroom training shall constitute the probationary period.  
6 Successive periods will require the minimum hours OJT and satisfactory  
7 progress of related classroom training. The 10 (ten) periods are as follows:  
8

9 Ten Periods	OJT Hours	Related Training
10 1	0-800	Satisfactory progress
11 2	801-1600	1 <sup>st</sup> Year school with satisfactory progress
12 3	1601-2400	2 <sup>nd</sup> Year 1 <sup>st</sup> Semester with satisfactory progress
13 4	2401-3200	2 <sup>nd</sup> Year School with satisfactory progress
14 5	3201-4000	3 <sup>rd</sup> Year 1 <sup>st</sup> Semester with satisfactory progress
15 6	4001-4800	3 <sup>rd</sup> Year School with satisfactory progress
16 7	4801-5600	4 <sup>th</sup> Year 1 <sup>st</sup> Semester with satisfactory progress
17 8	5601-6400	4 <sup>th</sup> Year School with satisfactory progress
18 9	6401-7200	5 <sup>th</sup> Year 1 <sup>st</sup> Semester with satisfactory progress
19 10	7201-8000	5 <sup>th</sup> Year School with satisfactory progress

20  
21 (b) For the purpose of "employer's designated supervisor",  
22 listed in Article V, Section 5.13, said supervisor shall be a General Foreman  
23 or Foreman. General Foreman or Foreman may assign tasks to first year  
24 apprentices only.

25 (c) First year apprentices shall not work on or near live voltage  
26 circuits or systems.



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Article V  
APPRENTICESHIP

Sec. 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 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 policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

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

Sec. 5.02. All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Sec. 5.03. 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 One of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

1           Sec. 5.04. 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. 5.05. 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. 5.06. 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. 5.07. All apprentices shall enter the program through the JATC  
26 as 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.

1           Sec. 5.08. The JATC shall select and indenture a sufficient number of  
2 apprentices to meet local manpower needs. The JATC is authorized to  
3 indenture a total number of apprentices not to exceed a ratio of one  
4 apprentice to 3 Journeyman Wiremen normally employed under a collective  
5 bargaining agreement. The JATC shall indenture a larger number of  
6 apprentices provided the individuals are entering the program as the result of  
7 direct entry through organizing; as provided for in the registered  
8 apprenticeship standards.

9           Sec. 5.09. Though the JATC cannot guarantee any number of  
10 apprentices; if a qualified employer requests an apprentice, the JATC shall  
11 make reasonable efforts to honor the request. If the JATC is unable to fill  
12 the request within ten (10) working days, and if the JATC has fewer  
13 indentured apprentices than permitted by its allowable ratio, they shall select  
14 and indenture the next available person from the active list of qualified  
15 applicants. An active list of qualified applicants shall be maintained by the  
16 JATC as per the selection procedures.

17           Sec. 5.10. To accommodate short-term needs when apprentices are  
18 unavailable, the JATC shall assign unindentured workers who meet the basic  
19 qualifications for apprenticeship. Unindentured workers shall not remain  
20 employed if apprentices become available for OJT assignment.  
21 Unindentured workers shall be used to meet job site ratios except on wage-  
22 and-hour (prevailing wage) job sites.

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

28           Should an unindentured worker be selected for apprenticeship, the  
29 JATC will determine, as provided for in the apprenticeship standards, if  
30 some credit for hours worked as an unindentured will be applied toward the  
31 minimum OJT hours of apprenticeship.

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

36           Sec. 5.11. The employer shall contribute to the local health and  
37 welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf  
38 of all apprentices and unindentured. Contributions to other benefit plans  
39 may be addressed in other sections of this agreement.

1           Sec. 5.12. 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.

4	5	6	7	8
	Number of Journeymen	Maximum Number of Apprentices/Unindentured		
6	1 to 3		2	
7	4 to 6		4	
8	etc.		etc.	

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

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

35           Sec. 5.14. Upon satisfactory completion of apprenticeship, the JATC  
36 shall issue all graduating apprentices an appropriate diploma from the  
37 NJATC. The JATC shall encourage each graduating apprentice to apply for  
38 college credit through the NJATC. The JATC may also require each  
39 apprentice to acquire any electrical license required for journeymen to work  
40 in the jurisdiction covered by this agreement.

1           Sec. 5.15. The parties to this Agreement shall be bound by the Local  
2 Joint Apprenticeship and Training Trust Fund Agreement which shall  
3 conform to Section 302 of the Labor-Management Relations Act of 1947 as  
4 amended, ERISA and other applicable regulations.

5           The Trustees authorized under this Trust Agreement are hereby  
6 empowered to determine the reasonable value of any facilities, materials or  
7 services furnished by either party. All funds shall be handled and disbursed  
8 in accordance with the Trust Agreement.

9           Sec. 5.16. All Employers subject to the terms of this Agreement shall  
10 contribute the amount of funds specified by the parties signatory to the local  
11 apprenticeship and training trust agreement. The current rate of contribution  
12 is: fifty-one and one-half cents (\$0.515) (percent of the gross monthly labor  
13 payroll.)-(or)-(cents per hour for each hour worked.) This sum shall be due  
14 the Trust Fund by the same date as is their payment to the NEBF under the  
15 terms of the Restated Employees Benefit Agreement and Trust.

1 Article VI  
2 VACATION, HOLIDAY, THRIFT SAVINGS,  
3 HEALTH & WELFARE, PENSION,  
4 N.E.B.F., N.E.I.F., E.I.S.B.  
5

6 Sec. 1. The Employer agrees to make the contributions required by  
7 this Agreement to the Trust Funds created by: and/or to be bound by the  
8 terms of the following Trust Agreements and any subsequent amendments  
9 thereto;

- 10 1. The Northern California Electrical Workers Pension Trust, as amended.  
11 2. The Electrical Workers Health and Welfare Trust for San Francisco.  
12 3. The San Francisco County Electrical Industry Apprenticeship and  
13 Training Trust, as amended.  
14 4. The Electrical Industry Service Bureau (E.I.S.B.),  
15 5. The National Employees Benefit Agreement (N.E.B.F.),  
16 6. The National Electrical Industry Fund (N.E.I.F.).

17 (a) The contributions required in Section 1 shall be sent monthly on a  
18 transmittal form supplied by E.I.S.B., Inc. The completed form shall list the  
19 following information concerning each employee and shall be set forth in  
20 separate SEQUENTIAL columns AS FOLLOWS: (1) Social Security  
21 Number; (2) Name of Employee; (3) Class; (4) Number of Hours Worked;  
22 (5) Gross Pay; (6) Hourly Wage Rate; and (7) Amount of Vacation  
23 Allowance, Value of the Listed Holidays, Thrift Savings Deduction, and  
24 Union Membership Dues and Assessments. There shall be only one entry  
25 per employee. Computer printouts will be acceptable providing the printout  
26 is prepared in the exact format described above and is accompanied by a  
27 completed recap transmittal form.

28 Sec. 2. The Employer shall withhold twelve percent (12%) of each  
29 employee's gross weekly wage and shall deposit this amount to the  
30 individual employee's Vacation, Holiday and Thrift Savings account in the  
31 financial institution selected by the Labor-Management Committee as  
32 provided below.

33 Hereinafter, these accounts shall be referred to as Vacation  
34 Allowance, Value of the Listed Holidays and Thrift Savings, i.e., four  
35 percent (4%) for Vacation Allowance, four percent (4%) for the Value of the  
36 Listed Holidays as listed in Article IV, Section 1 and four percent (4%) for  
37 the Thrift Savings Deduction.

1 (a) This Vacation Allowance, the Value of the Listed Holidays  
2 and Thrift Savings shall be withheld from the employees weekly pay and  
3 shall be sent on a monthly transmittal to: E.I.S.B., Inc., 55 Fillmore, San  
4 Francisco, California 94117, together with a check payable to: A financial  
5 institution selected by the Labor-Management Committee - Electrical  
6 Industry Accounts.

7 (b) The Employer shall make all legal payroll withholdings for  
8 income tax, social security, unemployment insurance, etc. from the total  
9 wages, including Vacation Allowance, Value of the Listed Holidays and  
10 Thrift Savings Deduction, and shall then withhold the full amount of the  
11 Vacation Allowance, Value of the Listed Holidays and Thrift Savings  
12 Deduction for transmittal on a monthly basis.

13 (c) The monthly transmittal shall cover every employee subject  
14 to this Agreement on the payroll for all payroll weeks ending within the  
15 calendar month.

16 (d) The Vacation Allowance, Value of the Listed Holidays, and  
17 Thrift Savings Deduction must be paid to all workmen who are directed by  
18 the individual Employer to work on jobs outside the jurisdiction of Local  
19 Union No. 6. When men are sent by representatives of Local Union No. 6 to  
20 work for such individual Employer on work outside the jurisdiction of Local  
21 Union No. 6, they do not come under the provisions of this Vacation  
22 Allowance, Value of the Listed Holidays and Thrift Savings Deduction, and  
23 the contractor will not be required to pay the Vacation Allowance, Value of  
24 the Listed Holidays and Thrift Savings Deduction.

25 (e) The monthly transmittal form and accompanying check is  
26 due on the 10th of the month following the end of each calendar month that  
27 the report form covers. Payments received by E.I.S.B., Inc. after the fifteenth  
28 (15th) of the month are delinquent and are subject to liquidated damages.

29 (f) Duplicate copies of the monthly transmittal form shall be  
30 sent by E.I.S.B., Inc. to (1) the office of the San Francisco Electrical  
31 Contractors Association, Inc.; (2) the office of the Local Union No. 6,  
32 International Brotherhood of Electrical Workers; (3) the office of the area  
33 administrator for the Health and Welfare Plan, San Francisco; and (4) a  
34 financial institution selected by the Labor-Management Committee together  
35 with the check covering the transmittal.

1 (g) It is agreed that timely contributions to the Vacation,  
2 Holiday and Thrift Savings Account is essential to the protection of the  
3 beneficiaries. The Employer shall pay to the Vacation, Holiday, and Thrift  
4 Savings Account of each affected employee an amount equivalent to six  
5 percent (6%) for each delinquency.

6 (h) The Union shall pay for all administrative expenses incurred  
7 in the operation of the plan other than those incurred within the individual  
8 Employer's own office.

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

13 (j) Unless mutually agreed otherwise by the Union  
14 Representative and the Employer Representative, all employees shall take  
15 two (2) weeks' vacation each vacation year, which shall begin on a Monday.  
16 The vacation period shall consist of two (2) workweeks of five (5)  
17 consecutive workdays each. No additional vacation time off, as such, shall  
18 be allowed because of any holiday that may fall within the vacation period.

19 (k) Any employee whose accumulated vacation allowance is  
20 less than ten (10) days standard pay shall be required to take one days  
21 vacation for the equivalent of each days vacation pay on the same basis as  
22 above.

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

26 (m) Employees failing to meet the vacation requirements shall  
27 notify the Union in writing before December 30th of each vacation year.

28 (n) Time off for vacations is not accumulative from one  
29 vacation year to the next vacation year.

30 (o) There shall be an interval of at least three (3) months  
31 between a vacation for an employee in one vacation year and his vacation  
32 scheduled in the next vacation year.

33 (p) No vacation time off, as such, will be given in excess of two  
34 (2) weeks even though the vacation allowances accumulated may be in  
35 excess of two (2) weeks normal pay. On the other hand no employee shall be  
36 denied the right to two (2) weeks vacation time off when the vacation  
37 allowance accumulated is less than two (2) weeks normal pay.



1 (q) The following procedure shall be followed in the  
2 withdrawal of funds from the financial institution selected by the Labor-  
3 Management Committee.

4 1. At least fifteen (15) days in advance of the date on  
5 which it is desired, the vacation will begin, an "Application for Vacation  
6 Card" shall be completed setting forth the vacation period as agreed upon in  
7 accordance with the rules set forth above. This is to be signed by the current  
8 Employer or his authorized representative and by the employee.

9 2. The employee will take this card to the Local Union  
10 office. On the proper space provided on this card, the Business Manager of  
11 the Local Union, or his authorized representative, shall sign a statement that  
12 the employee is not eligible for employment during the vacation period as  
13 specified.

14 3. The employee may present the completed Application  
15 for Vacation Card, at his convenience, to the financial institution selected by  
16 the Labor-Management Committee, who will allow him to withdraw all  
17 funds on deposit for the calendar year preceding the vacation year during  
18 which the vacation is scheduled, except that one dollar (\$1.00) shall be  
19 retained in the account as long as it is active. The Thrift Savings may be  
20 withdrawn only once annually and not be used to extend the vacation  
21 periods or holidays provided for elsewhere in this Agreement.

22 4. No further withdrawals of vacation funds will be  
23 permitted until the following vacation year, when a new application for  
24 vacation card may be completed.

25 5. Any employee who leaves the jurisdiction of this  
26 Local Union, who has earned an allowance, may collect same on or after  
27 February 1st subsequent to the calendar year in which earnings were made,  
28 upon written application to the Local Union, together with a signed  
29 Application for Vacation Card. The Union shall forward this request to the  
30 financial institution selected by the Labor-Management Committee, and his  
31 allowance shall be mailed to said employee at the address given in the  
32 request.

33 6. In the event of death of the depositor, the balance on  
34 deposit shall be paid to such person or persons entitled thereto upon  
35 submission of necessary proof.



1           Sec. 5. The employer agrees to pay to the Electrical Workers Health  
2 and Welfare Trust for San Francisco, for each hour worked by all employees  
3 covered by this agreement the sum of four dollars and eighty-five cents  
4 (\$4.85) which shall be used by the Trustees to provide health and welfare  
5 benefits for eligible employees and for retired members, who prior to  
6 retirement were covered by this or predecessors to this agreement. These  
7 payments shall be made monthly by the tenth (10th) of the following month  
8 into a Trust Fund, jointly established for this purpose and administered in  
9 compliance with Federal and State regulations governing Health and  
10 Welfare Plans. Transmittals received after the fifteenth (15th) day of the  
11 month are subject to the provisions of Article II, Section 6, of the Health and  
12 Welfare Trust Agreement.

13           Sec. 6. There shall be established a fund known as "The Electrical  
14 Industry Fund," which shall continue in operation as long as funds are in this  
15 account. When there are no longer any funds in this account the Electrical  
16 Industry Funds shall terminate and all sections pertaining to the Trust shall  
17 not be applicable.

18           Every individual Employer shall pay fifty-one and one half cents  
19 (\$.515) for each hour worked by every employee covered by this Agreement  
20 into a trust (as required in Article VI, Section 5.16 of this Agreement)  
21 created for the purpose of receiving and expending said funds to establish  
22 and administer apprenticeship and training programs as provided in the Trust  
23 document, jointly administered by the International Brotherhood of  
24 Electrical Workers, Local Union No. 6, and the San Francisco Electrical  
25 Contractors Association, Inc., titled "San Francisco County Electrical  
26 Industry Apprenticeship and Training Agreement" executed November 8,  
27 1962. Ten cents (\$.10) of each fifty-one and one half cents (\$.515)  
28 contribution shall be transferred to the E.I.S.B. as required in Article VI,  
29 Section 6(a).

30           Sec. 6(a). Every individual employer shall pay the Electrical Industry  
31 Service Bureau, Inc. ("E.I.S.B.") ten cents (\$.10) per hour worked by every  
32 employee covered by this Agreement. One cent (\$.01) of the ten cents (\$.10)  
33 shall be designated as the National Labor Management Committee  
34 Contribution (N.L.M.C.C.). These monies will pay those expenses incurred  
35 by E.I.S.B. in collecting delinquent fringe benefit contributions and all other  
36 functions performed by E.I.S.B. not charged to one or more of the fringe  
37 benefit funds mentioned in Article VI. The payment shall be paid by the  
38 tenth (10th) of the following month to the Trustees of E.I.S.B. The payment  
39 shall be accompanied by an approved transmittal form. Transmittals  
40 received after the fifteenth (15th) of the month shall be delinquent.

1 Liquidated damages of 10% or \$20.00 per month, whichever is more, shall  
2 be assessed on all delinquent contributions to E.I.S.B. along with interest at  
3 the rate allowed by law. Any employer who fails to make payment to  
4 E.I.S.B. of its contributions by the 15th of the following month, also shall  
5 pay to E.I.S.B. all attorneys' fees and costs, and court costs E.I.S.B. incurs in  
6 collecting delinquent contributions, liquidated damages and fringe benefits.  
7 In addition, all liquidated damages, attorneys' fees and costs, and court costs  
8 paid by any employer who fails to make payment of any fringe benefit  
9 contributions shall be paid to E.I.S.B. to defray the cost of collecting  
10 delinquent fringe benefit contributions.

11 Sec. 7. The Employer agrees to pay for a Local Pension Plan six  
12 dollars and forty-five cents (\$6.45) per hour for each hour worked by all  
13 employees working under the terms of this Agreement, except as defined in  
14 paragraph (a).

15 (a) Three dollars and four cents (\$3.04) of which shall be  
16 contributed to the Money Purchase Pension Plan. These payments shall be  
17 made monthly by the tenth (10th) of the following month into the Pension  
18 Trust Fund (The Northern California Electrical Workers Pension Trust.)  
19 Transmittals received after the fifteenth (15th) day of the month are subject  
20 to the provisions of the Electrical Industry Trust Fund, and Health and  
21 Welfare Trust Agreement.

22 (a.1) New apprentices indentured after 6/1/88 shall  
23 receive the percent of pension equal to their percentage, beginning with their  
24 second year.

25	40%	\$0.00
26	45%	\$2.90
27	50%	\$3.23
28	55%	\$3.55
29	60%	\$3.87
30	65%	\$4.19
31	70%	\$4.52
32	75%	\$4.84
33	80%	\$5.16

34 (b) On an annual basis Journeymen may increase the M.P.P.  
35 contribution rate by dollar increments and reduce their wage rate  
36 accordingly, in accordance with the employee's classification in compliance  
37 with Internal Revenue Code Section 401A. The parties to this Agreement  
38 shall supply the necessary forms through the E.I.S.B. for the classification  
39 designation of employees necessary to accomplish the augmented  
40 contribution to the M.P.P.

1           Sec. 8. The parties agree to the establishment of a legally constituted  
2 Trust to be called the National Electrical Industry Fund.

3           Each individual Employer shall contribute an amount not to exceed  
4 one percent (1%) nor less than two-tenths of one percent (.2 of 1%) of the  
5 productive labor payroll, as determined by each local chapter and approved  
6 by the Trustees, with the following exclusions:

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

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

14           (Productive labor payroll is defined as the total wages [including  
15 overtime] paid with respect to all hours worked by all classes of electrical  
16 labor for which a rate is established in the prevailing labor agreement where  
17 the business is transacted.)

18           Payment is to be forwarded monthly to the National Electrical  
19 Industry Fund in a form and manner prescribed by the Trustees no later than  
20 fifteen (15) calendar days following the last day of the month in which the  
21 labor was performed. Failure to do so will be considered a breach of this  
22 Agreement on the part of the individual Employer.

23           Sec. 8.01. The parties agree to participate in the N.E.C.A.-I.B.E.W.  
24 National Labor-Management Cooperation Fund, under authority of Section  
25 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a)  
26 and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C.  
27 §186(c)(9).

28           The purpose of this Fund includes the following:

- 29
- 30           (1) to improve communication between representatives of labor  
31 and management;
  - 32           (2) to provide workers and employers with opportunities to study  
33 and explore new and innovative joint approaches to achieving  
34 organization effectiveness;
  - 35           (3) to assist workers and employers in solving problems of mutual  
36 concern not susceptible to resolution within the collective  
37 bargaining process;
  - 38           (4) to study and explore ways of eliminating potential problems  
39 which reduce the competitiveness and inhibit the economic  
40 development of the Electrical Construction Industry;

- 1 (5) to sponsor programs which improve job security, enhance  
2 economic and community development, and promote the  
3 general welfare of the community and the industry;
- 4 (6) to encourage and support the initiation and operation of  
5 similarly constituted local labor-management cooperation  
6 committees:
- 7 (7) to engage in research and development programs concerning  
8 various aspects of the industry, including, but not limited to,  
9 new technologies, occupational safety and health, labor  
10 relations, and new methods of improved production:
- 11 (8) to engage in public education and other programs to expand the  
12 economic development of the Electrical Construction Industry;
- 13 (9) to enhance the involvement of workers in making decisions that  
14 affect their working lives; and
- 15 (10) to engage in any other lawful activities incidental or related to  
16 the accomplishment of these purposes and goals.

17 Sec. 8.02. The Fund shall function in accordance with, and as  
18 provided in, its Agreement and Declaration of Trust, and any amendments  
19 thereto and any other of its governing documents. Each Employer hereby  
20 accepts, agrees to be bound by, and shall be entitled to participate in the  
21 N.L.M.C.C., as provided in said Agreement and Declaration of Trust.

22 Sec. 8.03. Each Employer shall contribute one cent (\$.01) per hour  
23 worked under this Agreement up to a maximum of 150,000 hours per year.  
24 Payment shall be forwarded monthly, in a form and manner prescribed by  
25 the Trustees, no later than fifteen (15) calendar days following the last day  
26 of the month in which the labor was performed. The San Francisco  
27 Electrical Contractors Association, N.E.C.A., or its designee, shall be the  
28 collection agent for this Fund.

29 Sec. 8.04. If an Employer fails to make the required contributions to  
30 the Fund, the Trustees shall have the right to take whatever steps are  
31 necessary to secure compliance. In the event the Employer is in default, the  
32 Employer shall be liable for a sum equal to 15% of the delinquent payment,  
33 but not less than the sum of twenty dollars (\$20.00), for each month payment  
34 of contributions is delinquent to the Fund, such amount being liquidated  
35 damages, and not a penalty, reflecting the reasonable damages incurred by  
36 the Fund due to the delinquency of the payments. Such amount shall be  
37 added to and become a part of the contributions due and payable, and the  
38 whole amount due shall bear interest at the rate of ten percent (10%) per  
39 annum until paid. The Employer shall also be liable for all costs of  
40 collecting the payment together with attorneys' fees.

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Article VII  
VARIABLE PENSION CONTRIBUTION

Sec. 1.1. Class by Industry Experience Levels:

There shall be five (5) classes of employees covered by this agreement. Class is based upon industry experience under the I.B.E.W. Local No. 6/S.F.E.C.A. Inside Wiremen Agreement entered into by the Union and Employers signatory to or bound thereby and the attainment of advanced levels of experience and status within the trade. Applicable terms and conditions of this agreement shall be in accordance with attained class. Application for class designations shall be submitted to the Business Manager/Financial Secretary of the Union, and upon his/her recommendation, class designations shall be granted by the Union's executive board. The Business Manager/Financial Secretary's recommendation shall be based upon the requisite experience/status as outlined below:

A. Class I employees shall consist of all apprentices.

B. Class II employees shall consist of all employees who have attained Journeyman status or above. Traveling Journeymen shall be presumed to have Class II status only, unless proof of sufficient experience for a higher class is presented at the time of initial dispatch.

C. Class III employees shall consist of employees who have attained Journeyman status and who have performed at least one (1) year at the trade at the Journeyman level or above under the terms and conditions of the I.B.E.W. Local No. 6/S.F.E.C.A. Inside Wiremen Agreement.

D. Class IV employees shall consist of employees who have attained Journeyman status and who have performed at least two (2) years at the trade at the Journeyman level or above under the terms and conditions of the I.B.E.W. Local No. 6/S.F.E.C.A. Inside Wiremen Agreement.

1 E. Class V employees shall consist of employees who  
2 achieved Journeyman status and who have performed at least three (3)  
3 years at the trade at the Journeyman level or above pursuant to the  
4 terms of the I.B.E.W. Local No. 6/S.F.E.C.A. Inside Wiremen  
5 Agreement.  
6

7 Sec. 1.1. (a) "Year" for the purposes of applying the terms of 1.1 shall  
8 mean the number of hours necessary to achieve one (1) year of vesting credit  
9 pursuant to the Northern California Electrical Workers Pension Plan.  
10

11 Sec. 1.1. (b) For the purposes of applying the terms of 1.1 all hours  
12 reciprocated to the Northern California Electrical Workers Pension Plan  
13 shall be taken into account in determining years at the trade.  
14

15 Sec. 1.2. Each employee shall submit to the Business Manager/  
16 Financial Secretary of the Local Union any class change application no later  
17 than November 1, of each year. Upon approval by the Union, such class  
18 shall be effective January 1. The Union shall notify the employers of the  
19 approved class of each employee on or before December 10. In the event no  
20 class designation application has been filed by an employee, such employee  
21 shall be deemed Class I (if an apprentice) or Class II.  
22

23 Sec. 1.3. Class change notifications shall be in writing on an approved  
24 form and in accordance with the rules and regulations adopted by the Union  
25 and approved by the Association. Upon notification by the Union to the  
26 individual Employer of an approved class change, the individual Employer  
27 shall pay wages and fringe contributions at the approved class level unless  
28 and until notified by the Union of a class change. In no event, shall a class  
29 change be implemented except by proper notification from the Union, and  
30 no more than one (1) class change may be effected during any contract year,  
31 and shall be effective as of January 1, provided the Employer receives notice  
32 of such change on or before the immediately preceding December 10.



1           Sec. 1.3. (a) Wage percentage calculations for Vacation/Holiday/Thrift  
2 savings shall be based upon the employee's designated class wage rate then  
3 in effect.

4  
5           Sec. 1.3. (b) Notwithstanding an employee's class designation  
6 pursuant to Section 1.1, the N.E.B.F. payment calculations shall be based  
7 upon Class II wage rates then in effect.

8  
9           Sec. 1.3. (c) Wages for hours worked at the time and one half rate,  
10 and/or at the double time rate shall be based upon Class II package rates then  
11 in effect. Contributions to the Money Purchase Pension Plan for hours  
12 worked at the time and one half rate, and/or at the double time rate shall be  
13 in the amount consistent with the straight time hourly contribution required  
14 by the employee's class.

15  
16           Sec. 1.3. (d) Wages and fringes for work performed by Journeymen  
17 level employees (or above) covered by this agreement outside the  
18 jurisdiction of I.B.E.W. Local No. 6, shall be paid at Class II rates,  
19 regardless of an employee's class designation.

20  
21                           INDUSTRY EXPERIENCE WAGE-FRINGE  
22                           EXAMPLES BY CLASS  
23

	Journeyman Wage Rate	Foreman Wage Rate	General Foreman Wage Rate	Money Purchase Pension Contribution
24 Class II	\$39.58/hr.	\$44.53/hr.	\$49.48/hr.	\$3.04/hr.
25 Class III	\$38.58/hr.	\$43.53/hr.	\$48.48/hr.	\$4.04/hr.
26 Class IV	\$37.58/hr.	\$42.53/hr.	\$47.48/hr.	\$5.04/hr.
27 Class V	\$36.58/hr.	\$41.53/hr.	\$46.48/hr.	\$6.04/hr.

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29                           Article VIII  
30                           SAVINGS CLAUSE  
31

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33           Sec. 1. Any provisions of this Agreement adjudged unlawful by a  
34 court of competent jurisdiction shall be treated for all purposes as null and  
35 void, but all other provisions of this Agreement shall continue in full force  
36 and effect, and the parties shall thereupon seek to negotiate substitute  
37 provisions which are in conformity with the applicable laws.  
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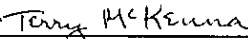
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8<sup>th</sup> day of June, 2000.

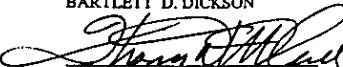
LOCAL UNION NO. 6  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

SAN FRANCISCO ELECTRICAL  
CONTRACTORS ASSN., INC.

  
JOHN J. O'ROURKE

  
BARTLETT D. DICKSON

  
TERRY MCKENNA

  
THOMAS MCCLURE

  
FRANK O'ROURKE

  
CAROLE CRESCI COLBERT

  
STEVE DEVINZENZI

  
LEONARD LYNCH

  
KEVIN HUGHES (Alternate)

  
KENNETH PAGANINI (Alternate)

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**MEMORANDUM OF UNDERSTANDING**

**NORTHERN CALIFORNIA  
MANPOWER PORTABILITY**

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**MEMORANDUM OF UNDERSTANDING**

**NORTHERN CALIFORNIA MANPOWER PORTABILITY**

A desirable plan for the portability of employees across geographic jurisdiction lines is essential to the union employer's competitive position in obtaining work under union contracts. The ability of signatory employers to follow long-standing electrical industry customers and provide a level of service consistent with that relationship can mean the difference between union or open-shop projects.

This M.O.U., if pursued in a manner of mutual trust and faith, can remedy some of the problems regarding our industry's responsibility to its customers and will insure future work opportunities for IBEW members. In consideration of the above, an employer shall have a choice of utilizing either the National Portability Agreement or this M.O.U. and the following shall apply:

1. Traveling employers shall be allowed to bring in one non-resident journeyman per job. For this Agreement only, the definition of a job shall, on an individual basis, be determined by the Business Manager and Chapter Manager in the area where the work is to be performed. Such traveling employer shall be signatory to the appropriate Local Union agreement in the area where his shop is located. The employer also must be signatory to the Local Union agreement where the job is located.

2. The Employer and the Local Union, where the work is to be performed, shall enter into a MOU Participation Agreement, in writing, prior to the start of the job. Employees entering another Local Union's jurisdiction, before performing any work, shall properly clear through and inform that Local Union of the location and duration of the job where they will be working. They shall be subject to and work in conformance with the appropriate collective bargaining agreement in force where the work is being performed.

3. Employees properly cleared into a jurisdiction for a traveling employer shall have all benefits as contained in the work agreement paid to the jurisdiction in which the work is performed.

4. The Local Union where the work is performed shall be allowed to assess the employees of the traveling employer the proper working assessment uniformly paid by all employees working in that jurisdiction.

5. This memorandum of understanding may be terminated by either party giving notice thirty (30) days in advance of the intended termination date. In addition, any participating employer may be suspended from utilizing this M.O.U. by any participating Local Union upon 30 days notice from the Business Manager. Any employer may elect to utilize the National Portability Agreement in lieu of this M.O.U. upon 48 hours notice to the Business Manager in the area where the work is to be performed.

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6 Signed for the following  
7 IBEW, Local Unions:

8 Frank E. [Signature]  
9 Local Union No. 6

10 Michael A. Maddy  
11 Local Union No. 180

12 Kenneth W. [Signature]  
13 Local Union No. 234

14 Michael W. [Signature]  
15 Local Union No. 302

16 Steve B. [Signature]  
17 Local Union No. 332

18 Chuck [Signature]  
19 Local Union No. 340

20 Steven [Signature]  
21 Local Union No. 551

22 Paul [Signature]  
23 Local Union No. 595

24 Joseph P. [Signature]  
25 Local Union No. 617

26 Signed for the following  
27 Contractor Associations:

28 Bay Area [Signature]  
29 San Francisco Electrical Contr. Assoc.

30 [Signature]  
31 Northern CA Chapter, NECA

32 [Signature]  
33 Monterey Bay Chapter, NECA

34 Michael [Signature]  
35 Contra Costa Chapter, NECA

36 [Signature]  
37 Santa Clara Chapter, NECA

38 [Signature]  
39 Greater Sacramento Chapter, NECA

40 [Signature]  
41 Redwood Empire Chapter, NECA

42 [Signature]  
43 Northern CA Chapter, NECA

44 [Signature]  
45 San Mateo Chapter, NECA

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**AGREEMENT ON EMPLOYEE PORTABILITY**

**BETWEEN**

**THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**AND THE**

**NATIONAL ELECTRICAL  
CONTRACTORS ASSOCIATION**

**AGREEMENT ON EMPLOYEE PORTABILITY**

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

The IBEW and NECA agree as follows:

1. A contractor who is a member of NECA and who is bound by a collective bargaining agreement between one IBEW Local Union and a NECA Chapter may bring up to four bargaining unit employees employed in that Local Union's jurisdiction ("bargaining unit employees") into the jurisdiction of another IBEW Local Union, provided that the contractor is bound by a collective bargaining agreement with that other Local Union covering the work to be performed. No more than four bargaining unit employees may be employed at any one time under this paragraph in the jurisdiction of that other Local Union.
2. A contractor who is a member of NECA and who is bound by a collective bargaining between one IBEW Local Union and a NECA Chapter may bring up to two bargaining unit employees per job from that Local Union's jurisdiction into the jurisdiction of another IBEW Local Union to perform specialty work or service and maintenance work, provided that the contractor is bound by a collective bargaining agreement with that other Local Union covering the work to be performed.
3. Notwithstanding the provisions of paragraphs 1 and 2 of this agreement, a NECA Chapter and an IBEW Local Union may agree that a contractor may bring more bargaining unit employees than permitted by those paragraphs into that Local Union's jurisdiction, provided that the contractor meets all of the qualifications described in paragraphs 1 and 2 of this agreement.
4. A contractor bringing bargaining unit employees into a Local Union's jurisdiction pursuant to paragraphs 1 or 2 of this agreement will provide that Local Union, either before such employees begin working or on the first weekday on which such employees work, with the names and social security numbers of the employees and the location and identity of the job on which they will be or are working.
5. In all other respects, a contractor bringing employees into a Local Union's jurisdiction pursuant to paragraphs 1 or 2 of this agreement will comply with all of the terms of the collective bargaining agreement applicable to the work performed.

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

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

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

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

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


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

Signed this 20th day of December, 1996.

For the International Brotherhood  
of Electrical Workers

For the National Electrical  
Contractors Association

  
J. Barry  
International President

  
John M. Grau  
Executive Vice President