Labor-Management Committee
FOR THE
Electrical Construction Industry
720 MARKET STREET, SUITE 700
SAN FRANCISCO, CA 94102
(415) 283-3670 • FAX (415) 283-3672

June 30, 2003

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 1st.

Increase increment as follows:

- June 1, 2003: $0.65
- December 1, 2003: $0.75
- June 1, 2004: $0.85
- December 1, 2004: $0.75

June 1, 2003 Allocation:
- $0.50 Health & Welfare
- $0.15 Apprenticeship Trust

December 1, 2003 Allocation:
- $0.75 Health & Welfare

June 1, 2004 Allocation:
- $0.10 Apprenticeship Trust
- $0.75 not yet allocated

December 1, 2004 Allocation:
- $0.75 not yet allocated

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

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$45.55</td>
</tr>
<tr>
<td>Foreman, Shop Foreman</td>
<td>$51.24</td>
</tr>
<tr>
<td>General Foreman</td>
<td>$56.94</td>
</tr>
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</table>

Fringe Benefit Rates

<table>
<thead>
<tr>
<th>Benefit Type</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health and Welfare</td>
<td>$6.05 per hour worked</td>
</tr>
<tr>
<td>Pension (Local)</td>
<td>$6.45 per hour worked</td>
</tr>
<tr>
<td>Apprenticeship/EISB/LMCC*</td>
<td>$0.745 per hour worked</td>
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<tr>
<td>NEBF</td>
<td>3% Gross Wages</td>
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</table>

*($0.505 Apprenticeship; $0.02 EISB; $0.06 SF-LMCC; $0.01 NEF LMCC; $0.05 Compliance Officer)

Apprentices

<table>
<thead>
<tr>
<th>Level</th>
<th>Completion Period</th>
<th>Hourly Wage Rate</th>
<th>Hourly Pension Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>40%</td>
<td>1st 12 months</td>
<td>$18.22</td>
<td>$0.00</td>
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<tr>
<td>45%</td>
<td>2nd 6 months</td>
<td>$20.50</td>
<td>$2.90</td>
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<tr>
<td>50%</td>
<td>4th 6 months</td>
<td>$22.78</td>
<td>$3.23</td>
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<td>55%</td>
<td>5th 6 months</td>
<td>$25.05</td>
<td>$3.55</td>
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<td>60%</td>
<td>6th 6 months</td>
<td>$27.33</td>
<td>$3.87</td>
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<tr>
<td>65%</td>
<td>7th 6 months</td>
<td>$29.61</td>
<td>$4.19</td>
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<tr>
<td>70%</td>
<td>8th 6 months</td>
<td>$31.89</td>
<td>$4.52</td>
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<tr>
<td>75%</td>
<td>9th 6 months</td>
<td>$34.16</td>
<td>$4.84</td>
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<tr>
<td>80%</td>
<td>10th 6 months</td>
<td>$36.44</td>
<td>$5.18</td>
</tr>
</tbody>
</table>

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

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 2nd list of seven names provided by the Federal Mediation and Conciliation Service.
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

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
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AGREEMENT
INSIDE WIREMEN

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

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

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

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

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

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

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

BASIC PRINCIPLES

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

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

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

Article I
EFFECTIVE DATE — CHANGES
TERMS OF THE AGREEMENT
TERMINATION — DISPUTES

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

(a) The Agreement shall be reopened, with the exception of the termination provision in Article I, which shall not be reopened, if it is determined that within sixty (60) days of any wage and/or price controls that the controls will deprive the Union members from receiving wages or fringe benefit provisions provided in this Agreement. In such re-openings the parties shall negotiate any matter not prohibited by law. Negotiations shall only be on non-cost provisions of this Agreement, and insofar as the same shall not be an effort to evade the law. Any change to the Agreement can only be implemented if it meets the requirements of the wage and/or price controls then enacted. Any disputes regarding this section or regarding the definition of non-cost items shall be referred to an arbitrator as defined in Article I.
Sec. 2. (a) Either party desiring to change or terminate this Agreement must notify the other in writing at least one hundred and twenty (120) days prior to the anniversary date.

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

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

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

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

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

GRIEVANCE — DISPUTES

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

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

Sec. 5. There shall be a joint Labor-Management Committee of four (4) who shall be chosen by the Local Union, and four (4) who shall be chosen by the San Francisco Electrical Contractors Association, Inc. It shall meet regularly at such times as it may decide. It shall also meet within forty-eight (48) hours, Saturdays, Sundays and Holidays excluded, after notice is given by either party. It shall select its own Chairman and Secretary.
Sec. 6. Problems or disputes between the Union and the Association and/or Employer shall be referred to the Union representative and the contractor’s representative within eighteen (18) calendar days from the date of occurrence. If they are unable to resolve the matter, it shall be referred to the Labor-Management Committee.

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

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

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

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

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

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

Sec. 10. If any section of this Agreement is determined to be unlawful and such section requires payment of money by the Employer, any monies that would have been paid had the section been determined to be lawful shall continue to be paid in escrow and the parties shall meet, establish a joint escrow agreement, and endeavor to provide a lawful substitute utilizing such monies. Alternatively they shall negotiate a lawful provision that shall require approximately the same payment by the Employer. This payment may be allocated to any lawful wage or fringe benefit provision mutually
agreeable. If the parties are unable to agree, the matter may be submitted to
arbitration as provided in this Agreement.

Article II
ASSOCIATION/EMPLOYER'S RIGHTS
UNION RIGHTS

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

(a) The Employer may work with the tools on 1 and 2 family
wood frame residential construction only, providing:
1. He employs no more than three (3) workmen including himself
under the terms of this Agreement.
2. He employs at least one Journeyman in addition to himself.
3. He works with a Journeyman, when he works with the tools.
4. He lives up to the terms and conditions of this Agreement.

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

Sec. 2. Certain qualifications, knowledge, experience, and financial
responsibility are required of everyone desiring to be an Employer in the
Electrical Industry. Therefore, an Employer who contracts for electrical
work is a person, firm, or corporation having these qualifications and
maintaining a permanent place of business and a suitable financial status to
meet payroll requirements. Such Employer must be in possession of a valid
state license as an Electrical Contractor and be registered with the Electrical
Inspection Division of the Department of Building Inspection doing work in
accordance with applicable codes and employing at least one Journeyman
regularly.
(a) Each Employer shall maintain on deposit with the custodian of the various fringe benefit programs (E.I.S.B., Inc.) an Assignment of Cash-on-Deposit or a performance bond in an amount listed below as surety of the prompt and full payment of fringe benefit contributions. Individual Employers who fail to remit as provided herein, shall upon seventy-two (72) hours notice (except Sundays and Holidays) by certified mail given by the Union, be subject to having their employees removed until such time as compliance is effected. Bond forms and Assignment of Cash-on-Deposit forms shall be in language agreed to by the parties to this Agreement.

Bonding Schedule

(1) One (1) to ten (10) Employees $10,000.00
(2) One (1) to fifty (50) Employees $50,000.00
(3) One (1) to one hundred (100) employees $100,000.00
(4) Over one hundred (100) employees add the appropriate increments above.

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

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

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

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

Sec. 6. For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance through a reputable Company or State Fund; comply with the Federal Social Security Act, California Unemployment Insurance Act, and be a licensed electrical contractor in the State of California and be registered with the Electrical Inspection Division of the Department of Building Inspection in the City and County of San Francisco.
Sec. 7. Upon the request of the Business Manager of the Union or the Secretary of the Labor-Management Committee, in writing, each individual Employer shall furnish, within three (3) business days after written request, the number, the complete payroll and/or employee job records, on a job or a shop basis, for all employees employed under this Agreement.

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

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

Sec. 10. Local Union No. 6 is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the I.B.E.W., other than violations of Section 10(a) of this article, will be sufficient cause for the cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

(b) All charges of violations of Section 10(a) of this article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.
(c) The policy of the Union and the workmen it represents is to promote the use of materials and equipment manufactured, processed, or repaired under economically sound wages, hourly and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

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

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

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

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

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

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

Sec. 14. (a) The Union agrees that if during the life of this Agreement, it grants to any other Employer for the performance or any of the functions set forth in this Agreement, any better terms, conditions or practices than those set forth in this Agreement and the applicable supplements thereto, such better terms, conditions or practices shall be made available to the Employers operating under this Agreement and the Union shall immediately
notify the Association or its representatives of any such concessions allowed
or arranged.

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

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

This section is not intended to settle jurisdictional disputes.

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

Sec. 17. In order to protect and preserve, for the employees covered
by this Agreement, all work heretofore performed by them, and in order to
prevent any device or subterfuge to avoid the protection and preservation of
such work, it is hereby agreed as follows: If and when the Employer shall
perform any work of the type covered by this Agreement, under its own
name or under the name of another, as a corporation, company, partnership,
or any other business entity, including a joint venture, wherein the
Employer, through its officers, directors, partners or stockholders, exercises
either directly or indirectly, management control or majority ownership, the
terms and conditions of this Agreement shall be applicable to all such work.
Sec. 18. Any Employer, applicant, or workman attempting to circumvent or bypass the provisions of this referral procedure either in the solicitation of work or offering of employment to workmen shall be in violation of this Agreement.

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

Sec. 20. The Employer may recall a former employee, who has worked at least one year with the Employer, and who is continuously since layoff, on the Group 1 out-of-work list, not exceeding 6 months; providing the employee has accepted no other work in the jurisdiction of the Local Union No. 6. An employee must have worked one year with the employer following his recall prior to being eligible for a second recall by the same employer.

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

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

(b) The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman provided the name appears on GROUP 1.

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

1. After 1,000 hours have been worked the employer may change the individual’s foreman status to either General Foreman or Journeyman depending on job requirements.
Article III

REFERRAL PROCEDURE — UNION SECURITY

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

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

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

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

(d) The Union shall maintain a register of applicants, who shall
be unemployed, for employment established on the basis of the groups listed
below. Each applicant for employment shall be registered in the highest
priority group for which he qualifies.

GROUP I. All applicants for employment who have four (4) or more years
experience in the trade, are residents of the geographical area constituting
the normal construction labor market, have passed a Journeyman’s
examination of the proper classification given by a duly constituted Local
Union of the International Brotherhood of Electrical Workers, or have been
certified as a Journeyman Wireman by any Inside Joint Apprenticeship and
Training Committee, and who have been employed for a period of at least
one (1) year in the last four (4) years under a collective bargaining
agreement between the parties in this area to this Agreement.

GROUP II. All applicants for employment who have four (4) or more years
experience in the trade and who have passed a Journeyman Wireman’s
examination given by a duly constituted Inside Construction Local Union of
the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside
Joint Apprenticeship and Training Committee.
GROUP III. All applicants for employment who have two (2) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for at least six (6) months in the last three (3) years in the trade under a collective bargaining agreement between the parties to this Agreement.

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

If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and Holidays excepted, the Employer shall be free to secure applicants without using the referral procedure, but such applicants, if hired, shall have the status of "temporary employees." The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such temporary employees and shall replace such temporary employees as soon as registered applicants for employment are available under the referral procedure.

DEFINITIONS

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

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

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

"Examination." An "examination" shall include experience rating tests if such examination shall have been given prior to the date of this Agreement, but from and after the date of this Agreement shall include only written and/or practical examinations of the proper classification given by this Local Union, or any other duly constituted Local Union of the International Brotherhood of Electrical Workers. Reasonable intervals of time for examinations are specified as six (6) months. An applicant shall be eligible for examination if he has four (4) years experience at the trade.
(e) The Union shall maintain an “Out-of-Work-List” which shall list the applicants within each group in chronological order of the dates they register their availability for employment.

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

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

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

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

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

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 1, Item (e) to Section 1, Item (f) inclusive of this Article. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement, and its decision shall be in accord with this Agreement.
Any individual employee claiming a grievance by any act or conduct in effecting referrals and who contends the referral procedure is not operating in accordance with the terms of this Agreement shall have the right to file a specific written complaint with the Appeals Committee within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded) after the occurrence of the event constituting the purported grievance. Failure to file a grievance in writing within the time limit above specified shall constitute a waiver and abandonment of such grievance.

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

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

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

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

Sec. 2. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.
Article IV
HOURS, WAGE PAYMENT, APPRENTICES,
WORKING CONDITIONS

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

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

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

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

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

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

- Martin Luther King Jr. Day – Third Monday in January
- President’s Day - Third Monday in February
- Memorial Day - Last Monday in May
- Friday preceding Labor Day
- Labor Day - First Monday in September
Sec. 2. Employees required to work four (4) hours or more before the beginning of regular working hours, shall be paid at the double time rate for hours worked until relieved from duty. Employees required to work less than four (4) hours before their regular starting time shall be paid at the overtime rate until starting time of their regular workday, and straight time for their regular workday. Meal periods shall not constitute relieved from duty for the application of this provision.

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

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

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

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

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

Sec. 4. When it is necessary to work overtime on any job covered by this Agreement, men working on the job shall be given first preference. Men from other jobs shall not be brought in to work on overtime until all men on the job have been offered the opportunity to work.
Overtime shall be divided equally, insofar as practical, among the men working on the job where the overtime is required, except for job supervision and/or special skills or job knowledge.

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

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

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

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

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

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

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

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

No workman shall be allowed to act as Foreman on more than one job at a time.
Each shop that employs three (3) or more Cable Splicers must designate one (1) as a full-time working Cable Splicer Foreman. No Cable Splicer Foreman shall supervise more than ten (10) Cable Splicers. The selection of the Journeyman who shall be the Foreman or General Foreman shall be at the discretion of the Employer. Cable Splicers Helpers shall be Journeymen.

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

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

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

<table>
<thead>
<tr>
<th></th>
<th>Effective</th>
<th></th>
</tr>
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<tbody>
<tr>
<td></td>
<td>June 1, 2000</td>
<td>per hour</td>
</tr>
<tr>
<td>Journeyman</td>
<td>$39.58</td>
<td></td>
</tr>
<tr>
<td>Foreman, Shop Foreman, and Cable Splicer</td>
<td>$44.53</td>
<td></td>
</tr>
<tr>
<td>General Foreman</td>
<td>$49.48</td>
<td></td>
</tr>
</tbody>
</table>

Note: See Article VI, Section 7(b) and Article VII, for M.P.P. option.
Apprentices (per hour)

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

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

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

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

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

Sec. 8. Wages shall be paid every Wednesday by the Electrical Employer by whom the workman is employed, and not more than three (3) days' wages shall be withheld. The Employer shall pay wages on the job or allow employees sufficient time to reach the shop on payday before the close of working hours. Any workman laid off or discharged by the Employer shall be paid all his wages immediately. In the event he is not paid off, waiting time at the straight time rate of pay shall be paid until payment is made. The time calculated is on a 24 hour basis. Wages shall be paid on Tuesday when a recognized holiday falls on Wednesday and the Tuesday payday shall be the same as the normal Wednesday payday.
Payroll checks which are issued to employees and are not cashed because of insufficient funds, account closed or similar problems and provided the attempt to cash the check is done within two (2) weeks of receiving the check, the check shall be subject to waiting time until the check is cashable unless the Labor-Management Committee determines that the circumstances involved were beyond the control of the Employer such as a legitimate administrative error within the Employer's office.

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

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

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

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

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

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

Sec. 14. When Employers send workmen to perform work outside the jurisdiction of the Union where a different wage rate prevails, they shall be paid the highest rate. When workmen are required to work in any jurisdiction that does not participate in the same employee plans as set forth in Article VI of this Agreement, the Employer shall comply with the requirements of Article VI.
Sec. 15. The Employer shall furnish transportation during regular working hours to and from all jobs within the jurisdiction of the Union. On all work outside the jurisdiction of the Union, the Employer shall furnish transportation, board, room, and all other necessary expenses, including time traveling outside of regular working hours. Reasonable expense shall be allowed for overnight trips, with fifteen dollars ($15.00) per day per man for a seven (7) day week recognized as a minimum amount.

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

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

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

Sec. 16. Any outside firm doing electrical work within the jurisdiction of Local Union No. 6, shall be allowed to bring in one (1) Journeyman who shall have previously worked for the Employer and who shall furnish evidence to the Business Manager that he receives all necessary expenses and travel time and he shall comply with all terms and conditions of this Agreement. In any case, the Employer must employ at least one (1) additional local Journeyman and comply with all terms and conditions of this Agreement. Travel time outside of the workday shall be at the rate of pay for that day. Workmen who are required to work overtime shall continue on the overtime rate while returning to the shop.

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

Sec. 17. A signatory Employer performing work within the jurisdiction of Local Union No. 6 may be allowed to bring in one I.B.E.W. GROUP I Journeyman from an adjacent I.B.E.W. Bay Area Inside Construction Local Union if prior written approval is given by the Business Manager of Local Union No. 6.
Sec. 18. No workman shall furnish stocks, dies, stilson wrenches over fourteen (14) inches long, hack saw blades, fish steel, wood bits, hiccays, rotary cutters, taps, twist drills, acetylene torch, presto tank, portable electric drills, ladders, vises, gads, star drills, special tools of any kind or special tool boxes.

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

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

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

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

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

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

(f) In the event of a disputed claim, both the Employer or his representative and the employee must appear before the Labor-Management Committee, whose ruling shall be binding. If the Employer requires the employee to appear before the Committee, the Employer shall pay for all hours involved.
Journeyman-wiremen shall provide themselves with the following tools:

- Tool Box - 20" x 8 1/2" x 9 1/2" minimum
- 2 Pliers, Channel Lock
- Pliers, Diagonal Cutters 8"
- Pliers, Side Cutters - 9" Offset with Insulated Handles
- Pliers, Long Nose 8"
- Wrench, Adjustable Crescent 6"
- Wrench, Adjustable Crescent 10"
- Wrench, Pipe - 10"
- Wrench, Pipe - 14" or small Chain Tong
- Hammer, Straight Claw
- Screwdriver - 2 1/2" Blade, 5" Blade, 8" Blade
- Wrench, Set Screw, set of eleven Allen
- Chisel, Wood 1/4" Cold - 1/2"
- Screwdriver, Offset 1/4"
- Saw, Hack, Frame and adjustable
- Saw, 3 Blade, Keyhole, Metal, Wood
- Rule, 6' Wood
- Punch, Center
- Awl
- Plumb bob-8 oz.
- Square, Combination – 12"
- Knife, Wire Skinning, Pocket
- Level, 9" Torpedo, Magnetic
- Tester, Knopp with pouch or equal
- Tap Wrench, up to 1/4 - 20
- Steel Tape 50'
- Steel Tape 12' minimum, 25' maximum
- Chalk Line
- Airplane Shears - 10"
- Flashlight
- 2 Phillips Screwdrivers, Size 1 and 2
- Spin Tite Wrench Set - 1/4", 5/16", 7/16"
- 5" Leather Pocket Pouch
- Protractor Level
- Screwholder insulated
- Wire stripper
Sec. 20. All cord drops, molding, and conduit work must be made up and prepared on the job, except on any one job two (2) pieces of conduit may be cut and threaded at the shop by the Journeyman doing said work.

(a) This section shall not apply to prelammed fixtures.

Sec. 21. Journeymen are to correct any work installed in violation of the requirements of the authority having jurisdiction, unless such work was installed as instructed by the Employer or his agent. Report of violations shall be made in writing within seventy-two (72) hours, Saturdays, Sundays and Holidays excluded, to the representative of the Association and to the Union. Correction to be made only after a fair investigation, such investigation by the representative of the Association, as defined in the introduction to this Agreement, and the Business Manager of the Union shall be made not later than the first working day following the report to the Business Manager of such improper workmanship and the decision relative to each report of improper workmanship shall be made immediately upon the completion of this investigation and such investigation shall not exceed five (5) working days.

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

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

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

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

Sec. 24. Underground and Tunnel Work. All rates of pay shall be increased when work is performed in any uncompleted tunnel or shaft. All rates of pay for men assigned to work in such tunnels or shafts shall be increased ten percent (10%). Employees on the job for five (5) hours during the regular working hours shall receive a minimum of a day's pay. The Employer shall furnish and be responsible for all safety equipment and clothing as required by the Division of Industrial Safety or as required by special conditions.
Sec. 25. When employees are required to work in any area that is under full asbestos containment procedures and required to wear related safety clothing and breathing apparatus said employees shall receive the regular hourly rate plus 10%.

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

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

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

This section shall become effective September 1, 2000.

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

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

Sec. 28. When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Ten Periods</th>
<th>OJT Hours</th>
<th>Related Training</th>
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<tbody>
<tr>
<td>1</td>
<td>0-800</td>
<td>Satisfactory progress</td>
</tr>
<tr>
<td>2</td>
<td>801-1600</td>
<td>1st Year school with satisfactory progress</td>
</tr>
<tr>
<td>3</td>
<td>1601-2400</td>
<td>2nd Year 1st Semester with satisfactory progress</td>
</tr>
<tr>
<td>4</td>
<td>2401-3200</td>
<td>2nd Year School with satisfactory progress</td>
</tr>
<tr>
<td>5</td>
<td>3201-4000</td>
<td>3rd Year 1st Semester with satisfactory progress</td>
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<td>6</td>
<td>4001-4800</td>
<td>3rd Year School with satisfactory progress</td>
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<td>7</td>
<td>4801-5600</td>
<td>4th Year 1st Semester with satisfactory progress</td>
</tr>
<tr>
<td>8</td>
<td>5601-6400</td>
<td>4th Year School with satisfactory progress</td>
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<td>9</td>
<td>6401-7200</td>
<td>5th Year 1st Semester with satisfactory progress</td>
</tr>
<tr>
<td>10</td>
<td>7201-8000</td>
<td>5th Year School with satisfactory progress</td>
</tr>
</tbody>
</table>

(b) For the purpose of “employer’s designated supervisor”, listed in Article V, Section 5.13, said supervisor shall be a General Foreman or Foreman. General Foreman or Foreman may assign tasks to first year apprentices only.

(c) First year apprentices shall not work on or near live voltage circuits or systems.
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.
Sec. 5.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

Sec. 5.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director’s Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Sec. 5.06. To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Sec. 5.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at sometime in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.
Sec. 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one apprentice to 3 Journeyman Wiremen normally employed under a collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing; as provided for in the registered apprenticeship standards.

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

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

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

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

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

Sec. 5.11. The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.
Sec. 5.12. Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

<table>
<thead>
<tr>
<th>Number of Journeymen</th>
<th>Maximum Number of Apprentices/Unindentured</th>
</tr>
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<tbody>
<tr>
<td>1 to 3</td>
<td>2</td>
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<tr>
<td>4 to 6</td>
<td>4</td>
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<td>etc.</td>
<td>etc.</td>
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</table>

The first person assigned to any job site shall be a Journeyman Wireman.

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

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

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

Sec. 5.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this agreement.
Sec. 5.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

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

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

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

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

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

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

Hereinafter, these accounts shall be referred to as Vacation Allowance, Value of the Listed Holidays and Thrift Savings, i.e., four percent (4%) for Vacation Allowance, four percent (4%) for the Value of the Listed Holidays as listed in Article IV, Section 1 and four percent (4%) for the Thrift Savings Deduction.
(a) This Vacation Allowance, the Value of the Listed Holidays and Thrift Savings shall be withheld from the employees weekly pay and shall be sent on a monthly transmittal to: E.I.S.B., Inc., 55 Fillmore, San Francisco, California 94117, together with a check payable to: A financial institution selected by the Labor-Management Committee - Electrical Industry Accounts.

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

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

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

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

(f) Duplicate copies of the monthly transmittal form shall be sent by E.I.S.B., Inc. to (1) the office of the San Francisco Electrical Contractors Association, Inc.; (2) the office of the Local Union No. 6, International Brotherhood of Electrical Workers; (3) the office of the area administrator for the Health and Welfare Plan, San Francisco; and (4) a financial institution selected by the Labor-Management Committee together with the check covering the transmittal.
(g) It is agreed that timely contributions to the Vacation, Holiday and Thrift Savings Account is essential to the protection of the beneficiaries. The Employer shall pay to the Vacation, Holiday, and Thrift Savings Account of each affected employee an amount equivalent to six percent (6%) for each delinquency.

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

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

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

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

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

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

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

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

(p) No vacation time off, as such, will be given in excess of two (2) weeks even though the vacation allowances accumulated may be in excess of two (2) weeks normal pay. On the other hand no employee shall be denied the right to two (2) weeks vacation time off when the vacation allowance accumulated is less than two (2) weeks normal pay.
(q) The following procedure shall be followed in the withdrawal of funds from the financial institution selected by the Labor-Management Committee.

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

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

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

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

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

6. In the event of death of the depositor, the balance on deposit shall be paid to such person or persons entitled thereto upon submission of necessary proof.
7. In lieu of the above withdrawal procedure, an employee may choose to sign a voluntary automatic fund transfer card with the financial institution selected by the Labor-Management Committee which would authorize the automatic transfer of his funds on a quarterly basis to a Savings and Loan Association which is agreeable to the parties to this Agreement and the transferred funds shall be deposited in a similar account with a similar withdrawal procedure as defined above.

Sec. 3. The Employer agrees to deduct and forward to the Financial Secretary of the Local Union, upon receipt of a voluntary written authorization, the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Sec. 4. It is agreed that in accord with the Employees Benefit Agreement of the National Benefit Fund ("N.E.B.F."), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the N.E.B.F., the individual Employer will forward monthly to the N.E.B.F.'s designated local collection agent an amount equal to three percent (3%) of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the N.E.B.F. The payment shall be made by check or draft and shall constitute a debt due and owing to the N.E.B.F. on the last day of each calendar month, which may be recovered by suit initiated by the N.E.B.F. or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

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

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

Sec. 6(a). Every individual employer shall pay the Electrical Industry Service Bureau, Inc. ("E.I.S.B.") ten cents ($.10) per hour worked by every employee covered by this Agreement. One cent ($.01) of the ten cents ($.10) shall be designated as the National Labor Management Committee Contribution (N.L.M.C.C.). These monies will pay those expenses incurred by E.I.S.B. in collecting delinquent fringe benefit contributions and all other functions performed by E.I.S.B. not charged to one or more of the fringe benefit funds mentioned in Article VI. The payment shall be paid by the tenth (10th) of the following month to the Trustees of E.I.S.B. The payment shall be accompanied by an approved transmittal form. Transmittals received after the fifteenth (15th) of the month shall be delinquent.
Liquidated damages of 10% or $20.00 per month, whichever is more, shall be assessed on all delinquent contributions to E.I.S.B. along with interest at the rate allowed by law. Any employer who fails to make payment to E.I.S.B. of its contributions by the 15th of the following month, also shall pay to E.I.S.B. all attorneys' fees and costs, and court costs E.I.S.B. incurs in collecting delinquent contributions, liquidated damages and fringe benefits. In addition, all liquidated damages, attorneys' fees and costs, and court costs paid by any employer who fails to make payment of any fringe benefit contributions shall be paid to E.I.S.B. to defray the cost of collecting delinquent fringe benefit contributions.

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

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

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

- 40% $0.00
- 45% $2.90
- 50% $3.23
- 55% $3.55
- 60% $3.87
- 65% $4.19
- 70% $4.52
- 75% $4.84
- 80% $5.16

(b) On an annual basis Journeymen may increase the M.P.P. contribution rate by dollar increments and reduce their wage rate accordingly, in accordance with the employee's classification in compliance with Internal Revenue Code Section 401A. The parties to this Agreement shall supply the necessary forms through the E.I.S.B. for the classification designation of employees necessary to accomplish the augmented contribution to the M.P.P.
Sec. 8. The parties agree to the establishment of a legally constituted
Trust to be called the National Electrical Industry Fund.
Each individual Employer shall contribute an amount not to exceed
one percent (1%) nor less than two-tenths of one percent (.2 of 1%) of the
productive labor payroll, as determined by each local chapter and approved
by the Trustees, with the following exclusions:
1) Twenty-five percent (25%) of all productive electrical
payroll in excess of 75,000 man-hours paid for electrical work in any one
Chapter area during any one calendar year but not exceeding 150,000 man-
hours.
2) One hundred percent (100%) of all productive electrical
payroll in excess of 150,000 man-hours paid for electrical work in any one
Chapter area during any one calendar year.
(Productive labor payroll is defined as the total wages [including
overtime] paid with respect to all hours worked by all classes of electrical
labor for which a rate is established in the prevailing labor agreement where
the business is transacted.)
Payment is to be forwarded monthly to the National Electrical
Industry Fund in a form and manner prescribed by the Trustees no later than
fifteen (15) calendar days following the last day of the month in which the
labor was performed. Failure to do so will be considered a breach of this
Agreement on the part of the individual Employer.
Sec. 8.01. The parties agree to participate in the N.E.C.A.-I.B.E.W.
National Labor-Management Cooperation Fund, under authority of Section
6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a)
and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C.
§186(c)(9).
The purpose of this Fund includes the following:
(1) to improve communication between representatives of labor
and management;
(2) to provide workers and employers with opportunities to study
and explore new and innovative joint approaches to achieving
organization effectiveness;
(3) to assist workers and employers in solving problems of mutual
concern not susceptible to resolution within the collective
bargaining process;
(4) to study and explore ways of eliminating potential problems
which reduce the competitiveness and inhibit the economic
development of the Electrical Construction Industry:
(5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry:

(6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees:

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

(8) to engage in public education and other programs to expand the economic development of the Electrical Construction Industry:

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

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

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

Sec. 8.03. Each Employer shall contribute one cent ($0.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The San Francisco Electrical Contractors Association, N.E.C.A., or its designee, shall be the collection agent for this Fund.

Sec. 8.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars ($20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys’ fees.
Article 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 Journeymen 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 Journeymen status and who have performed at least one (1) year at the trade at the Journeymen 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 Journeymen status and who have performed at least two (2) years at the trade at the Journeymen 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.
E. Class V employees shall consist of employees who achieved Journeyman status and who have performed at least three (3) years at the trade at the Journeyman level or above pursuant to the terms of the I.B.E.W. Local No. 6/S.F.E.C.A. Inside Wiremen Agreement.

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

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

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

Sec. 1.3. Class change notifications shall be in writing on an approved form and in accordance with the rules and regulations adopted by the Union and approved by the Association. Upon notification by the Union to the individual Employer of an approved class change, the individual Employer shall pay wages and fringe contributions at the approved class level unless and until notified by the Union of a class change. In no event, shall a class change be implemented except by proper notification from the Union, and no more than one (1) class change may be effected during any contract year, and shall be effective as of January 1, provided the Employer receives notice of such change on or before the immediately preceding December 10.
Sec. 1.3. (a) Wage percentage calculations for Vacation/Holiday/Thrift savings shall be based upon the employee’s designated class wage rate then in effect.

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

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

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

INDUSTRY EXPERIENCE WAGE-FRINGE EXAMPLES BY CLASS

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<thead>
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<th>Journeyman</th>
<th>Foreman</th>
<th>General Foreman</th>
<th>Money Purchase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wage Rate</td>
<td>Wage Rate</td>
<td>Wage Rate</td>
<td>Pension Contribution</td>
</tr>
<tr>
<td>Class II</td>
<td>$39.58/hr.</td>
<td>$44.53/hr.</td>
<td>$49.48/hr.</td>
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<td>Class III</td>
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<td>Class V</td>
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<td>$41.53/hr.</td>
<td>$46.48/hr.</td>
</tr>
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Article VIII
SAVINGS CLAUSE

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

LOCAL UNION NO. 6
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

John J. O'Brien
JOHN J. O'BRIEN

Terry McKenna
TERRY MCKENNA

Frank O'Rourke
FRANK O'ROURKE

STEVE DEVINVENZI
KEVIN HUGHES (Alternate)

SAN FRANCISCO ELECTRICAL CONTRACTORS ASSN., INC.

Bartlett D. Dickson
BARTLETT D. DICKSON

Thomas McClure
THOMAS MCCLURE

Carole Cresci Calo
CAROLE CRESCI COLBERT

Leonard Lynch
LEONARD LYNCH

Kenneth A. Paganini
KENNETH PAGANINI (Alternate)
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 their 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.
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 agreement 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
J.J. Barry
International President

For the National Electrical Contractors Association
John M. Grau
Executive Vice President