



# **INSIDE AGREEMENT**

**Between**

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

**and**

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

**June 1, 2014 - May 31, 2018**



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# AGREEMENT INSIDE WIREMEN

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

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

As used hereinafter in this Agreement, the term "Chapter" and the term "Association" shall mean the San Francisco Electrical Contractors Association, Inc. and the term "Union" shall mean Local Union 6, I.B.E.W.

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

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

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

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

## BASIC PRINCIPLES

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

## SCOPE OF AGREEMENT

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

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

### Article I

#### EFFECTIVE DATE — CHANGES

#### TERMS OF THE AGREEMENT

#### TERMINATION — DISPUTES

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22 Section 1. This Agreement shall take effect June 1, 2014, and shall  
23 remain in effect through May 31, 2018, unless otherwise specifically  
24 provided for herein. It shall continue in effect from year to year thereafter,  
25 from June 1, through May 31, of each year, unless changed or terminated in  
26 the way later provided herein.

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



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

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

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

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

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

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

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

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

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

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

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

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

1 continue to be paid in escrow and the parties shall meet, establish a joint  
2 escrow agreement, and endeavor to provide a lawful substitute utilizing such  
3 monies. Alternatively they shall negotiate a lawful provision that shall  
4 require approximately the same payment by the Employer. This payment  
5 may be allocated to any lawful wage or fringe benefit provision mutually  
6 agreeable. If the parties are unable to agree, the matter may be submitted to  
7 arbitration as provided in this Agreement.  
8

9  
10 Article II  
11 ASSOCIATION/EMPLOYER'S RIGHTS  
12 UNION RIGHTS

13 Section 1. The Employer agrees not to work on new construction,  
14 alteration work, and/or any jobs where building trades mechanics are  
15 employed on any work covered by this Agreement or amendments thereto,  
16 and that all electrical work installed by the Employer shall be confined to  
17 minor repairs and trouble shooting that does not exceed two (2) hours to  
18 complete, except as provided in Section (a). Working in excess of this time  
19 shall be a violation of this Agreement.

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

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

24 2. He employs at least one (1) Journeyman in addition to himself.

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

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

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

31 Sec. 2. Certain qualifications, knowledge, experience, and financial  
32 responsibility are required of everyone desiring to be an Employer in the  
33 Electrical Industry. Therefore, an Employer who contracts for electrical  
34 work is a person, firm, or corporation having these qualifications and  
35 maintaining a permanent place of business and a suitable financial status to  
36 meet payroll requirements. Such Employer must be in possession of a valid  
37 state license as an Electrical Contractor; be registered with the Electrical  
38 Inspection Division of the Department of Building Inspection; do work in  
39 accordance with applicable codes; and employ at least one (1) Journeyman  
40 regularly.

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

### 10 Bonding Schedule

- 11 1. One (1) to fifty (50) Employees: \$50,000.00
- 12 2. Fifty-one (51) to one hundred (100) Employees: \$100,000.00
- 13 3. Over one hundred (100) Employees: \$100,000 plus \$10,000 for each ten  
14 (10) Employees in excess of one hundred (100) Employees.  
15

16  
17 (b) When the Employers' fringe benefit bond is renewed it shall  
18 be renewed at the manpower level at that time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 This section is not intended to settle jurisdictional disputes.

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

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

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

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

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

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

10           (a) The Employee has not quit his most recent previous Employer.

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

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

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

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

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

### Article III

#### REFERRAL PROCEDURE — UNION SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article IV  
HOURS, WAGE PAYMENT, APPRENTICES,  
WORKING CONDITIONS

Section 1. Seven (7) hours shall constitute a day's work. Five (5) days from Monday to Friday inclusive shall constitute the workweek. All work performed before or after the times specified below and on Saturdays, Sundays and the following Holidays shall be paid for at the rate of double time.

The work day shall be as follows:

- 7:00 A.M. – 11:00, 11:30 – 2:30 P.M. (Optional, except new construction)
- 7:30 A.M. – 11:30, 12:00 – 3:00 P.M. (Optional, except new construction)
- 8:00 A.M. – 12:00, 12:30 – 3:30 P.M. (Optional, except new construction)
- 8:00 A.M. – 12:00, 12:30 – 3:30 P.M. (New construction)

Once a start time has been established on a project, the contractor may elect to change it upon five (5) business days' notification to Employees and the Local Union. All new construction will be worked with a mandatory start time of 8:00 A.M.

A total of two (2) hours may be worked during the hours of 6:00 A.M. and 5:30 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 7:00 A.M. and 3:30 P.M. at time and one-half providing the Employee has not worked any overtime during that week, AND the start time is consistent with the regular workweek schedule for that project.

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:

- 1
- 2 Martin Luther King Jr. Day – Third Monday in January
- 3 President’s Day - Third Monday in February
- 4 Memorial Day - Last Monday in May
- 5 Friday preceding Labor Day
- 6 Labor Day - First Monday in September
- 7

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

15  
16 (a) A meal period of thirty (30) minutes shall be allowed on the  
17 Employer’s time at the end of the regular workday or before the regular  
18 workday, if Employees are required to work overtime in excess of two (2)  
19 hours.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	Effective June 23, 2014 per hour
31	
32 Journeyman	\$58.82
33 Foreman, Shop Foreman, and Cable Splicer	\$66.17
34 General Foreman	\$73.53

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

Apprentices (per hour)

WAGE RATES

PENSION CONTRIBUTIONS

4	1 <sup>st</sup> 12 months	40%.....	\$23.53	40%.....	\$0.00
5	3 <sup>rd</sup> 6 months	45%.....	\$26.47	45%.....	\$5.75
6	4 <sup>th</sup> 6 months	50%.....	\$29.41	50%.....	\$6.39
7	5 <sup>th</sup> 6 months	55%.....	\$32.35	55%.....	\$7.02
8	6 <sup>th</sup> 6 months	60%.....	\$35.29	60%.....	\$7.66
9	7 <sup>th</sup> 6 months	65%.....	\$38.23	65%.....	\$8.30
10	8 <sup>th</sup> 6 months	70%.....	\$41.17	70%.....	\$8.94
11	9 <sup>th</sup> 6 months	75%.....	\$44.12	75%.....	\$9.58
12	10 <sup>th</sup> 6 months	80%.....	\$47.06	80%.....	\$10.22

Journeyman increase effective June 1, 2015, \$3.25 per hour and June 1, 2016, \$3.25 per hour and June 1, 2017, \$3.75 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 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. When provided by the Employer, Employees may voluntarily participate in direct electronic transfer of wages on a weekly basis to the bank or credit union of the Employee's choice. When electronic transfer of wages is chosen, payroll details (check stub) shall be delivered on payday. 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 twenty-four (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. When Tuesday

1 and Wednesday are holidays in the same week, the Employer may choose to  
2 pay the Employees on Thursday.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30

1 (g) Journeyman-wiremen shall provide themselves with the  
2 following tools:  
3  
4 Tool Box - 20" x 8 1/2" x 9 1/2" minimum  
5 2 Pliers, Channel Lock  
6 Pliers, Diagonal Cutters 8"  
7 Pliers, Side Cutters - 9" Offset with Insulated Handles  
8 Pliers, Long Nose 8"  
9 Wrench, Adjustable Crescent 6"  
10 Wrench, Adjustable Crescent 10"  
11 Wrench, Pipe - 10"  
12 Wrench, Pipe - 14" or small Chain Tong  
13 Hammer, Straight Claw  
14 Screwdriver - 2 1/2" Blade, 5" Blade, 8" Blade  
15 Wrench, Set Screw, set of eleven Allen  
16 Chisel, Wood 1/4" Cold - 1/2"  
17 Screwdriver, Offset 1/4"  
18 Saw, Hack, Frame and adjustable  
19 Saw, 3 Blade, Keyhole, Metal, Wood  
20 Rule, 6' Wood  
21 Punch, Center  
22 Awl  
23 Plumb bob-8 oz.  
24 Square, Combination - 12"  
25 Knife, Wire Skinning, Pocket  
26 Level, 9" Torpedo, Magnetic  
27 Tester, Knopp with pouch or equal  
28 Tap Wrench, up to 1/4 - 20  
29 Steel Tape 50'  
30 Steel Tape 12' minimum, 25' maximum  
31 Chalk Line  
32 Airplane Shears - 10"  
33 Flashlight  
34 2 Phillips Screwdrivers, Size 1 and 2  
35 Spin Tite Wrench Set - 1/4", 5/16", 7/16"  
36 5" Leather Pocket Pouch  
37 Protractor Level  
38 Screwdriver insulated  
39 Wirestripper  
40

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SHIFT WORK

1  
2  
3       Sec. 27. When so elected by the contractor, multiple shifts of at least  
4 five (5) days' duration may be worked. When two (2) or three (3) shifts are  
5 worked:

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

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

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

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

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

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

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

35  
36           (a) Shift starting time may be changed up to two (2) hours.  
37 When this is implemented all corresponding conditions shall change  
38 accordingly.



1	4	2401-3200	2 <sup>nd</sup> Year School with satisfactory progress
2	5	3201-4000	3 <sup>rd</sup> Year 1 <sup>st</sup> Semester with satisfactory progress
3	6	4001-4800	3 <sup>rd</sup> Year School with satisfactory progress
4	7	4801-5600	4 <sup>th</sup> Year 1 <sup>st</sup> Semester with satisfactory progress
5	8	5601-6400	4 <sup>th</sup> Year School with satisfactory progress
6	9	6401-7200	5 <sup>th</sup> Year 1 <sup>st</sup> Semester with satisfactory progress
7	10	7201-8000	5 <sup>th</sup> Year School with satisfactory progress

8

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

13 (c) First year Apprentices shall not work on or near live voltage  
 14 circuits or systems.

15

16

17

## Article V APPRENTICESHIP

18

19 Section 1. There shall be a local Joint Apprenticeship and Training  
 20 Committee (JATC) consisting of a total of either six (6) or eight (8)  
 21 members who shall also serve as trustees to the local apprenticeship and  
 22 training trust. An equal number of members either three (3) or four (4) shall  
 23 be appointed, in writing, by the local chapter of the National Electrical  
 24 Contractors Association (NECA) and the local union of the International  
 25 Brotherhood of Electrical Workers (IBEW).

26 The local apprenticeship standards shall be in conformance with  
 27 national guideline standards and industry policies to ensure that each  
 28 Apprentice has satisfactorily completed the NJATC required hours and  
 29 course of study. All apprenticeship standards shall be registered with the  
 30 NJATC before being submitted to the appropriate registration agency.

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

34 Sec. 2. All JATC member appointments, reappointments and  
 35 acceptance of appointments shall be in writing. Each member shall be  
 36 appointed for a three (3) year term unless being appointed for a lesser period  
 37 of time to complete an unexpired term. The terms shall be staggered, with  
 38 one (1) term from each side expiring each year. JATC members shall  
 39 complete their appointed term unless removed for cause by the party they  
 40 represent or they voluntarily resign. All vacancies shall be filled  
 41 immediately.

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

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

7 Sec. 3. Any issue concerning an Apprentice or an apprenticeship  
8 matter shall be referred to the JATC for its review, evaluation and resolve;  
9 as per standards and policies. If the JATC deadlocks on any issue, the  
10 matter shall be referred to the Labor-Management Committee for resolution  
11 as outlined in Article I of this agreement; except for trust fund matters,  
12 which shall be resolved as stipulated in the local trust instrument.

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

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

22 Sec. 5. The JATC may select and employ a part-time or a full-time  
23 Training Director and other support staff, as it deems necessary. In  
24 considering the qualifications, duties and responsibilities of the Training  
25 Director, the JATC should review the Training Director's Job Description  
26 provided by the NJATC. All Employees of the JATC shall serve at the  
27 pleasure and discretion of the JATC.

28 Sec. 6. To help ensure diversity of training, provide reasonable  
29 continuous employment opportunities and comply with apprenticeship rules  
30 and regulations, the JATC, as the program sponsor, shall have full authority  
31 for issuing all job training assignments and for transferring Apprentices from  
32 one Employer to another. The Employer shall cooperate in providing  
33 Apprentices with needed work experiences. The local union referral office  
34 shall be notified, in writing, of all job training assignments. If the Employer  
35 is unable to provide reasonable continuous employment for Apprentices, the  
36 JATC is to be so notified.

37 Sec. 7. All Apprentices shall enter the program through the JATC as  
38 provided for in the registered apprenticeship standards and selection  
39 procedures.

40 An Apprentice may have their indenture canceled by the JATC at any  
41 time prior to completion as stipulated in the registered standards. Time

1 worked and accumulated in apprenticeship shall not be considered for local  
2 union referral purposes until the Apprentice has satisfied all conditions of  
3 apprenticeship. Individuals terminated from apprenticeship shall not be  
4 assigned to any job in any classification, or participate in any related  
5 training, unless they are reinstated in apprenticeship as per the standards, or  
6 they qualify through means other than apprenticeship, at sometime in the  
7 future, but no sooner than two years after their class has completed  
8 apprenticeship, and they have gained related knowledge and job skills to  
9 warrant such classification.

10 Sec. 8. The JATC shall select and indenture a sufficient number of  
11 Apprentices to meet local manpower needs. The JATC is authorized to  
12 indenture the number of Apprentices necessary to meet the job site ratio as  
13 per Section 12.

14 Sec. 9. Though the JATC cannot guarantee any number of  
15 Apprentices; if a qualified Employer requests an Apprentice, the JATC shall  
16 make every effort to honor the request. If unable to fill the request within  
17 ten (10) working days, the JATC shall select and indenture the next available  
18 person from the active list of qualified applicants. An active list of qualified  
19 applicants shall be maintained by the JATC as per the selection procedures.

20 Sec. 10. To accommodate short-term needs when Apprentices are  
21 unavailable, the JATC shall assign unindentured workers who meet the basic  
22 qualifications for apprenticeship. Unindentured workers shall not remain  
23 employed if Apprentices become available for OJT assignment.  
24 Unindentured workers shall be used to meet job site ratios except on wage-  
25 and-hour (prevailing wage) job sites.

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

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

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

38 Sec. 11. The Employer shall contribute to the local health and welfare  
39 plans and to the National Electrical Benefit Fund (NEBF) on behalf of all  
40 Apprentices and unindentured. Contributions to other benefit plans may be  
41 addressed in other sections of this agreement.

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

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

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

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

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

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

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

40          Sec. 15. The parties to this Agreement shall be bound by the Local  
41 Joint Apprenticeship and Training Trust Fund Agreement which shall

1 conform to Section 302 of the Labor-Management Relations Act of 1947 as  
2 amended, ERISA and other applicable regulations.

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

7 Sec. 16. All Employers subject to the terms of this Agreement shall  
8 contribute the amount of funds specified by the parties signatory to the local  
9 apprenticeship and training trust agreement. The current rate of contribution  
10 is: one dollar and fourteen and one-half cents (\$1.145) per hour for each  
11 hour worked. This sum shall be due the Trust Fund by the same date as is  
12 their payment to the NEBF under the terms of the Restated Employees  
13 Benefit Agreement and Trust.

14  
15 Article VI  
16 VACATION, HOLIDAY, THRIFT SAVINGS,  
17 HEALTH & WELFARE, PENSION,  
18 N.E.B.F., N.E.I.F., E.I.S.B.  
19

20 Section 1. Trust Funds and Related Entities. The Employer agrees to  
21 make the contributions required by this Agreement to the Trust Funds  
22 created by: and/or to be bound by the terms of the following Trust  
23 Agreements and any subsequent amendments thereto;

- 24  
25 (a) The Northern California Electrical Workers Pension Trust.  
26 (b) The Electrical Workers Health and Welfare Trust for San Francisco.  
27 (c) The San Francisco County Electrical Industry Apprenticeship and  
28 Training Trust.  
29 (d) The Electrical Industry Service Bureau, (EISB).  
30 (e) The National Employees Benefit Agreement (N.E.B.F.).  
31 (f) The National Electrical Industry Fund (N.E.I.F.).  
32 (g) Administrative Maintenance Fund (AMF).  
33

34 Sec. 2. Due Date for Contributions. The Employer contributions  
35 to the Trust funds and entities referenced above in section 1 shall be received  
36 by EISB by the Due Date. The Due Date shall be the tenth (10<sup>th</sup>) of the  
37 following month in which the hours were performed.  
38 Contributions/payments shall be deemed delinquent in the event payment is  
39 not received on or before the fifteenth (15<sup>th</sup>) day of the month following the  
40 month for which contributions are due. For those Employers reporting in the  
41 Electronic Transmittal System for the San Francisco System for the EISB

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

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

22  
23 Sec. 4. Transmittal Reports. Employer contributions shall be paid  
24 monthly and be accompanied by a transmittal form by the dates specified in  
25 Section 2 above. The following two reporting options apply:

26  
27 (a) Paper Submission: The completed transmittal form shall list the  
28 following information for each Employee and shall, unless otherwise agreed  
29 to by the EISB office, be set forth in separate sequential columns as follows:  
30 (1) Social Security Number; (2) Name of Employee; (3) NEBF Class;  
31 (4) Number of Hours Worked; (5) Gross Pay; (6) Hourly Wage Rate;  
32 (7) Amount of Vacation Allowance, Value of Listed Holidays, Thrift  
33 Savings Deduction; (8) Amount of Dues withheld if authorized by the  
34 Employee pursuant to Dues Check off (to be implemented at a later date as  
35 determined by the bargaining parties); (9) COPE Deduction if authorized by  
36 the Employee; (10) Pension Contribution Rate, and (11) the elective deferral  
37 401(k) rate.

38  
39 (b) Electronic Transmittal Reporting: Employers may participate in the  
40 EISB Electronic Transmittal System. EISB shall prepare the monthly  
41 transmittal report and calculate Gross Pay from worksheets transmitted by

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

18  
19 (c) Monthly Transmittal — All Covered Employees: The monthly  
20 transmittal shall cover every Employee subject to this Agreement on the  
21 payroll for all payroll weeks ending within the calendar month.

22  
23 (d) Payroll Withholding & Deductions: The Employer shall make all  
24 legal payroll withholdings for income tax, social security, unemployment  
25 insurance, etc. from the total wages, including the full Vacation Allowance  
26 on a monthly basis. This would include deductions for the IBEW COPE  
27 Fund pursuant to a written authorization from such Employees.

28 (e) Employees Sent to Work In Other Areas: When Employers send  
29 workers to perform work outside the jurisdiction of the Union where a  
30 different wage rate prevails, they shall be paid the highest rate. When a  
31 worker is sent by an Employer to work in a jurisdiction that does not  
32 participate in the same Employee benefit plans as set forth in this Article VI,  
33 the Employer shall report on the EISB Differential Transmittal Form the  
34 difference between the vacation withholding, pension contributions, and  
35 health and welfare contributions set forth in Article VI and the rates required  
36 under the Collective Bargaining Agreement of the jurisdiction in which they  
37 are working.

1 TERMS USED BELOW

- 2  
 3 LTD: Long Term Disability.  
 4 DB Rate: Defined Benefit Plan Rate  
 5 RSP Rate: Retirement Savings Plan Rate  
 6 NCEW: The Northern California Electrical Workers.  
 7 SFEW: The San Francisco Electrical Workers  
 8 SF-LMCC: The San Francisco Labor Management Cooperation Committee.  
 9 NLMCC: The NECA-IBEW National Labor Management Cooperation  
 10 Committee.

11  
 12 Sec. 5. Amount of Employer Contributions to Trust Funds and Entities.  
 13 The Employer contribution amounts for each hour of work are:

14		
15	<u>Electrical Workers Health and Welfare Trust</u>	<u>\$13.23</u>
16	Health & Welfare	\$13.00
17	LTD	\$ 0.23
18		
19	<u>NCEW Pension Trust</u>	<u>\$12.77</u>
20	NCEW Pension Plan	9.02
21	SFEW Retirement Savings Plan	3.75
22		
23	<u>Apprentice/SF-LMCC</u>	<u>\$1.145</u>
24	SFEW Apprentice Trust	.765
25	NLMCC	.010
26	<u>SF-LMCC</u>	<u>.370</u>
27	EISB	.03
28	LMCC	.09
29	Drug Testing	.01
30	Scholarship	.04
31	Industry Compliance	.10
32	Business Development	.10
33		

34 (a) Contributions for Apprentices. Apprentices are entitled to the  
 35 percent of contribution to the NCEW Pension Plan and the SFEW  
 36 Retirement Savings Plan equal to their percentage, beginning with their  
 37 second year, as follows:

38				
39	<u>Level</u>	<u>DBRate</u>	<u>RSP Rate</u>	<u>Total Rate</u>
40	40%	\$0.00	\$0.00	\$ 0.00
41	45%	\$4.06	\$1.69	\$ 5.75

1	50%	\$4.51	\$1.88	\$ 6.39
2	55%	\$4.96	\$2.06	\$ 7.02
3	60%	\$5.41	\$2.25	\$ 7.66
4	65%	\$5.86	\$2.44	\$ 8.30
5	70%	\$6.31	\$2.63	\$ 8.94
6	75%	\$6.77	\$2.81	\$ 9.58
7	80%	\$7.22	\$3.00	\$10.22

8

9       Sec. 6. Vacation, Holiday and Thrift Amounts. The Employer shall  
10 withhold fourteen and a quarter percent (14.25%) of each Employee's gross  
11 weekly wage and shall deposit this amount to the individual Employee's  
12 Vacation, Holiday and Thrift Savings account in the financial institution  
13 selected by the Labor-Management Committee as provided below.

14

15       (a) These accounts shall be referred to as Vacation Allowance, the  
16 Value of the Listed Holidays and Thrift Savings, i.e., six and a quarter  
17 percent (6.25%) for Vacation Allowance, four percent (4%) for the Value of  
18 the Listed Holidays as listed in Article IV, Section 1 and four percent (4%)  
19 for the Thrift Savings Deduction.

20

21       (b) Employees who have executed a voluntary dues deduction  
22 authorization card shall have two and a quarter percent (2.25%) of the  
23 withheld wages for the Vacation Allowance deposited by EISB into an  
24 individual Union dues account maintained by Local 6. Employees who have  
25 executed a voluntary dues deduction authorization card shall deliver said  
26 authorization to IBEW Local 6. IBEW Local 6 shall have sole responsibility  
27 for notifying EISB as to the names of Employees who have executed  
28 voluntary dues deduction authorization cards and EISB may rely on  
29 communications from Local 6 in order to implement the dues deduction  
30 under this agreement. Monies deposited into an individual Employee's dues  
31 account shall be applied towards dues. Monies that are applied towards an  
32 Employee's dues in excess of any applicable dues shall be deposited  
33 quarterly into the member's vacation/holiday/savings account. Neither the  
34 Employer, SFECA, Inc, nor EISB shall have any duty or responsibility in  
35 collecting dues from IBEW members working under this agreement, other  
36 than EISB's obligation to remit funds pursuant to this provision.

37

38       (c) This Vacation Allowance, the Value of the Listed Holidays and  
39 Thrift Savings shall be withheld from the Employee's weekly pay and shall  
40 be sent on a monthly transmittal to: EISB, 720 Market Street, Suite 700, San  
41 Francisco, California 94102, together with a check payable to a financial

1 institution selected by the Labor-Management Committee - Electrical  
2 Industry Accounts.

3  
4 (d) The Vacation Allowance, Value of the Listed Holidays, and Thrift  
5 Savings Deduction must be paid to all workers who are directed by the  
6 individual Employer to work on jobs outside the jurisdiction of Local Union  
7 6.

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

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

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

23 2.) Any Employee whose accumulated vacation allowance is  
24 less than ten (10) days standard pay shall be required to take one day  
25 vacation for the equivalent of each day of vacation pay on the same basis as  
26 above.

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

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

32 5.) Time off for vacations is not accumulative from one  
33 vacation year to the next vacation year.

34 6.) There shall be an interval of at least three (3) months  
35 between a vacation for an Employee in one vacation year and his vacation  
36 scheduled in the next vacation year.

37 7.) No vacation time off, as such, will be given in excess of two  
38 (2) weeks even though the vacation allowances accumulated may be in  
39 excess of two (2) weeks normal pay. On the other hand no Employee shall  
40 be denied the right to two (2) weeks vacation time off when the vacation  
41 allowance accumulated is less than two (2) weeks.

1  
2           Sec. 7. Working Dues to Be Implemented at Future Date. The  
3 Employer agrees to deduct and forward to the Financial Secretary of the  
4 Local Union upon receipt of a voluntary written authorization, working dues  
5 from the pay of each IBEW member. The amount to be deducted shall be  
6 the amount specified in the approved Local Union Bylaws. Such amount  
7 shall be certified to the Employer by the Local Union upon request by the  
8 Employer. This provision shall be implemented at a future date upon mutual  
9 agreement of the parties. Pending implementation of this provision, two and  
10 a quarter percent (2.25%) of the wages that are withheld from the Vacation  
11 Allowance pursuant to subsection 5(a) above shall continue to be applied  
12 toward members' dues pursuant to signed voluntary dues authorization  
13 cards.

14  
15           Sec. 8. COPE Fund Deductions. The Employer agrees to deduct and  
16 transmit to IBEW-COPE, five cents (\$0.05) an hour from the wages of each  
17 Employee who voluntarily authorizes such contributions on the forms  
18 provided for that purpose by IBEW-COPE.

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

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

40

1           Sec. 10. Employee Elective Deferrals to the SFEW Plan. On an  
2 annual basis Journeymen may elect to defer a portion of his/her hourly wage  
3 rate by dollar increments as set forth in the elective deferral classification in  
4 Article VII. The Employee's election shall be in compliance with the  
5 Treasury Regulations implementing Section 401(k) of the Internal Revenue  
6 Code. EISB shall furnish the Salary Reduction agreement forms necessary  
7 to effect elective deferral contributions to the Plan. See Article VII of this  
8 document for more details regarding the Employee elective deferrals.

9  
10           Sec. 11. (a) NECA-IBEW National Labor-Management Fund. The  
11 parties agree to participate in the NECA-IBEW National Labor-Management  
12 Cooperation Fund, under authority of Section 6(b) of the Labor-  
13 Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section  
14 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9).  
15 The purposes of this fund include the following:

- 16           1.) to improve communication between representatives of labor and  
17 management;
- 18           2.) to provide workers and Employers with opportunities to study and  
19 explore new and innovative joint approaches to achieving organization  
20 effectiveness;
- 21           3.) to assist workers and Employers in solving problems of mutual  
22 concern not susceptible to resolution within the collective bargaining  
23 process;
- 24           4.) to study and explore ways of eliminating potential problems which  
25 reduce the competitiveness and inhibit the economic development of the  
26 electrical construction industry;
- 27           5.) to sponsor programs which improve job security, enhance  
28 economic and community development, and promote the general welfare of  
29 the community and the industry;
- 30           6.) to encourage and support the initiation and operation of similarly  
31 constituted local labor-management cooperation committees;
- 32           7.) to engage in research and development programs concerning  
33 various aspects of the industry, including, but not limited to, new  
34 technologies, occupational safety and health, labor relations, and new  
35 methods of improved production;
- 36           8.) to engage in public education and other programs to expand the  
37 economic development of the electrical construction industry;
- 38           9.) to enhance the involvement of workers in making decisions that  
39 affect their working lives; and
- 40           10.) to engage in any other lawful activities incidental or related to the  
41 accomplishment of these purposes and goals.

1  
2       Sec. 11 (b) The Fund shall function in accordance with, and as  
3 provided in, its Agreement and Declaration of Trust, and any amendments  
4 thereto and any other of its governing documents. Each Employer hereby  
5 accepts, agrees to be bound by, and shall be entitled to participate in the  
6 N.L.M.C.C., as provided in said Agreement and Declaration of Trust.  
7

8       Sec. 11 (c) Each Employer shall contribute one cent (\$0.01) per hour  
9 worked under this Agreement up to a maximum of 150,000 hours per year.  
10 Payment shall be forwarded monthly, in a form and manner prescribed by  
11 the Trustees, no later than fifteen (15) calendar days following the last day  
12 of the month in which the labor was performed. The San Francisco  
13 Electrical Contractors Association, N.E.C.A., or its designee, shall be the  
14 collection agent for this Fund.

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

27       Sec. 11 (e). The one cent (\$0.01) per hour contribution for the  
28 National LMCC is to be paid from the Local LMCC Fund. There will be no  
29 increase in the wage/fringe package for this contribution.  
30

31       Sec. 12. Productive Electrical Payroll. Each individual NECA  
32 Employer shall contribute an amount not to exceed one percent (1%) nor  
33 less than (.2 of 1%) of the productive electrical payroll, as determined by the  
34 local Chapter, with the following exclusions:  
35

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



1 deferrals on or before December 18<sup>th</sup> (unless another date is selected by the  
2 Board of Trustees).

3  
4 Sec. 2. 45% Apprentices or higher classifications will be eligible to  
5 participate in the 401 (k) plan. Employees may elect to defer a portion of  
6 their wages. Each Employee desiring to do so shall select a deferral  
7 classification as follows:

8

9	Class II-----	\$0.00/Hr
10	Class III-----	\$1.00/Hr
11	Class IV-----	\$2.00/Hr
12	Class V-----	\$3.00/Hr
13	Class VI-----	\$4.00/Hr
14	Class VII-----	\$5.00/Hr
15	Class VIII-----	\$6.00/Hr
16	Class IX-----	\$7.00/Hr
17	Class X-----	\$8.00/Hr

18

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

22  
23 (b) Only one (1) deferral classification may be implemented in any  
24 one year. Once an Employee elects to defer a portion of his/her wages and  
25 the deferral classification to be implemented, deferrals will be honored by  
26 Employers at the elected deferral classification form year to year thereafter,  
27 unless on or before December 8<sup>th</sup>, of any subsequent year, the Employee  
28 notifies EISB on a form approved by EISB, that the Employee elects to  
29 change his/her deferral classification or to cancel his/her Salary Reduction  
30 agreement, effective as of January 1, of the next year.

31  
32 (c) Notwithstanding an Employee's election to defer a portion of  
33 his/her wages, wage percentage calculations for Vacation/Holiday/Thrift  
34 Savings shall be based upon the appropriate Class II wage, as if no elective  
35 deferrals were in effect.

36  
37 (d) Notwithstanding an Employee's election to defer a portion of  
38 his/her wages, NEBF payment calculations shall be based upon the  
39 appropriate Class II wage, as if no elective deferrals were in effect.

1 (e) Deferral contributions shall be based on actual hours worked, and  
2 shall not be increased for actual hours worked at overtime rates. Thus, for  
3 example, Class III deferrals shall be contributed at one dollar (\$1.00) per  
4 hour despite that such hour may be worked at time and one-half or double  
5 time.

6  
7 (f) Wages and fringes, including deferral contributions, for work  
8 performed by an Employee covered by his agreement outside of the  
9 jurisdiction of IBEW Local 6 shall be paid in accordance with such  
10 Employee's deferral classification pursuant to this agreement.

11  
12 Sec. 3. 401(k) Delinquency Procedures.

13 (a) In accordance with the Priority Schedule, wages including  
14 vacation withholding are credited first, followed by elective deferrals 401(k)  
15 contributions.

16  
17 (b) In the event that an Employer is delinquent in the remittance of all  
18 fringes, or has not remitted sufficient payment to cover 401(k) contributions,  
19 EISB will advance the payment, to the extent possible and upon timely  
20 receipt of the remittance report from the Employer. Although twenty  
21 percent (20%) liquidated damages will be assessed on the delinquency, this  
22 will prevent EISB from having to report the delinquency on the annual Form  
23 5500.

24  
25 (c) If the delinquent Employer fails to timely provide EISB a copy of  
26 the remittance report, or if EISB determines it is financially not feasible to  
27 advance the payments, EISB will report such delinquency on the annual  
28 Form 5500 and notify the Employer of special disclosure rules and penalties  
29 that apply. The DOL treats Employee contributions as a loan from the Plan  
30 to the Employer which is considered a prohibited transaction under The  
31 Employee Retirement Income Security Act (ERISA).

32  
33 (d) In addition to billing the Employer for liquidated damages, EISB  
34 will compute each Employees' "lost earnings" and "excise taxes" that will  
35 be imposed as a result of the delinquency and bill the Employer accordingly.  
36 Lost Earnings will be transmitted to the Employees' individual accounts  
37 upon receipt from the Employer.

38  
39 (e) Delinquent Employers will be notified that they have the option of  
40 making a filing under the DOL's Voluntary Fiduciary Correction (VFC)  
41 Program which will exempt the delinquency from the prohibited transaction

1 rules including the excise taxes that will be imposed unless the delinquency  
2 exceeds one hundred and eighty (180) days. The delinquency will not be  
3 reported as a prohibited transaction on Schedule G of Form 5500; it will be  
4 reported as a delinquent Employee contribution on Schedule H of Form  
5 5500.

6  
7 (f) Upon notification that an Employer has chosen to make a VFC  
8 filing, EISB will waive the excise tax, unless the delinquency exceeds 180  
9 days.

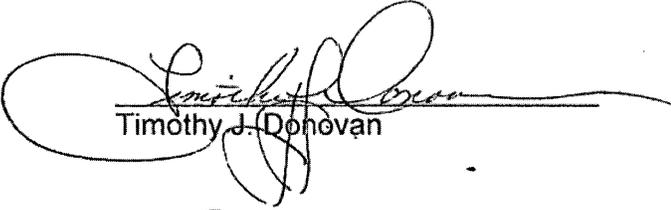
10  
11 **Article VIII**  
12 **SEPARABILITY CLAUSE**

13  
14 Section 1. Should any provision of this Agreement be declared illegal  
15 by any court of competent jurisdiction, such provisions shall immediately  
16 become null and void, leaving the remainder of the Agreement in full force  
17 and effect and the parties shall, thereupon, seek to negotiate substitute  
18 provisions which are in conformity with the applicable laws.

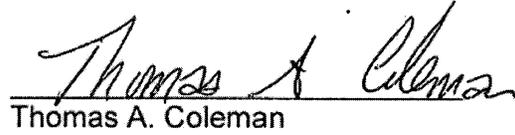
IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
On this 23<sup>rd</sup> day of June 2014

LOCAL UNION 6  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

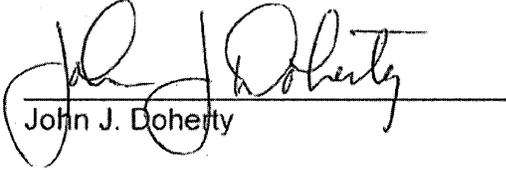
SAN FRANCISCO ELECTRICAL  
CONTRACTORS ASSN., INC.



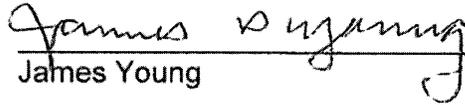
Timothy J. Donovan



Thomas A. Coleman



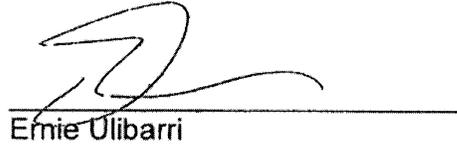
John J. Doherty



James Young



Thomas P. O'Rourke



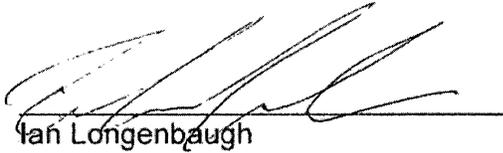
Ernie Ulibarri



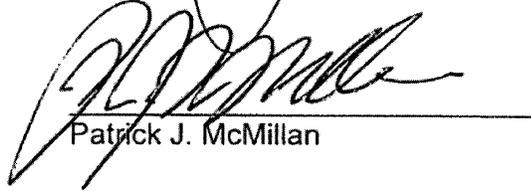
Jose Fuentes Almanza



Michael Garner



Ian Longenbaugh



Patrick J. McMillan

**CONDITIONALLY  
APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.

**Sep 26, 2014**

Edwin D. Hill, President  
This approval does not make the  
International a party to this agreement.

## **APPENDIX A**

### **ELECTRICAL INDUSTRY SERVICE BUREAU COLLECTION POLICIES AND PROCEDURES**

Pursuant to the delegation to the Electrical Industry Service Bureau, Inc. (“E.I.S.B.”) in the Joint Services Agreement, EISB has promulgated the following policies and procedures applicable to Employer contributions or payments required to be made under this Collective Bargaining Agreement.

#### **I. EMPLOYER OBLIGATIONS**

**A. AMOUNT OF EMPLOYER CONTRIBUTIONS.** Each Employer shall make contributions or payments in an amount required by the applicable collective bargaining agreement or subscription agreement. Pursuant to such agreements, payments are made to the Electrical Industry Service Bureau, Inc. (“EISB”) or its collection agent as may be determined by the EISB Board of Directors on behalf of Employees who are working in Covered Employment under the terms of a Collective Bargaining Agreement or Project Labor Agreement requiring contributions to the Trusts and/or other EISB entities.

Payments shall be accompanied by complete reports on forms furnished or approved by EISB so that the contributions can be allocated accurately. An Employer may be compelled by EISB, by way of subpoena, civil discovery or other legal proceeding, to prepare, submit and file with EISB proper reports for any period for which the Employer has previously failed to file.

For any reporting period for which an Employer fails to file a report, until the proper report is filed by the Employer and accepted by EISB, the amount due from the Employer for such reporting period shall be deemed to be at least the amount due pursuant to the most recent complete report filed by the Employer covering an equivalent period of time.

**B. PROCEDURE FOR PAYMENT.** Payments shall be due and payable at the office of EISB, or at any other place designated by EISB, in such installments and at such times as are required by, the applicable collective bargaining agreement, subscription agreement or duly adopted collection procedures promulgated by the EISB Board of Directors. Each payment or installment shall be accompanied by a contribution report.

**C. DUE DATE.** Payments for hours of Covered Employment shall be received by EISB by the “Due Date.” The due date shall be that designated in the collective bargaining agreement, subscription agreement or by these duly adopted collection procedures. Contributions/payments shall be deemed delinquent in the event payment is not received on or before the 15<sup>th</sup> day of the month following the month for which contributions are due. Contributions/payments shall be deemed delinquent in the event payment is not received on or before the 20<sup>th</sup> day of the month following the month for which contributions are due for Employers reporting on the Electronic Transmittal System for the San Francisco Electrical Industry (“JETS”).

**D. DELINQUENT CONTRIBUTIONS.** An Employer shall be considered to be delinquent if late payment or underpayment occurs because it (1) fails to submit a contribution report with the full contribution on or before the “due date” described in paragraph C, above; or (2) fails to submit contributions on behalf of all employees for whom contributions are required by the collective bargaining agreement or subscription agreement; or (3) fails to properly compute the contributions according to the applicable contributions formula, or (4) otherwise fails to meet its obligations pursuant to these duly adopted collection procedures or the collective bargaining agreement or subscription agreement.

EISB may, in the event of repeated delinquencies by an Employer, prescribe special rules applicable to such an Employer (and/or related entity), including without limitation,

advancing the due date, and/or increasing the bonding requirements specified in the collective bargaining agreement and/or requiring other security against future delinquencies.

Acceptance by EISB of any contributions, and/or the disposition by EISB of the monies received, shall not release or discharge an individual Employer from its contribution obligations under the collective bargaining agreement or subscription agreement for hours worked under such agreement for which no (or an inadequate) contribution has actually been received, notwithstanding any statement, restriction or qualification appearing on any check or other tender of payment or any attachment thereto.

**E. LIQUIDATED DAMAGES.** Prompt payment of contributions is essential to the operation of the signatory entities and for the payment of benefits. It is extremely difficult, if not impossible, to fix the actual damages and expenses which may result from the failure of an Employer to make timely contributions. If Employers do not make timely payments, Joint Services Agreement signatories incur lost investment opportunities, and incur additional administrative expenses in the form of letters, telephone calls, and other collection expenses. Collection expenses, loss of return on investments, and potential inability to pay benefits constitute damages arising from an Employer's default in making timely payments, and penalize other Employers whose contributions are promptly paid.

As it is difficult and impractical to fix the actual damages accruing as a consequence of a delinquency, payments not timely made or underpayments made to EISB shall be subject to liquidated damages in an amount designated by the EISB Board of Directors as set forth more fully below and shall be assessed on all delinquent contributions or payments due. An Employer who fails to make payment of its contributions by the due date, shall in addition be subject to pay interest set at 4% and all costs of collection, including without limitation, attorney's fees, collection agency fees, accountant/audit fees and court costs.

1. General Rules Applicable to Liquidated Damages. If an Employer fails to remit monthly contributions or transmittals timely, in accordance with the deadlines set forth herein, liquidated damages of twenty percent (20%) of the principal owed will be assessed on the principal due with the exception of vacation delinquencies, which will be assessed at the rate of six percent (6%) of the principal amounts due.

2. Waiver for One Time Delinquency. If an Employer who was delinquent pays the principal sum prior to the referral of the matter to Collection Counsel, and the Employer has no outstanding principal or liquidated damages due and has not been delinquent during the previous 12 months, the EISB Chief Administrative Officer (“CAO”) may administratively waive the liquidated damages upon a request of the Employer. Any such waiver shall be reported to the EISB Board at the next Board of Directors meeting following such waiver.

3. Waiver When Contributions Are Timely Paid But Transmittals Are Late. When an Employer is late in submitting to EISB the Employer contribution transmittal form but the correct amount of principal amounts due have been timely paid, the EISB CAO may waive the Liquidated Damages. If the Employer repeats this practice during the following twelve (12) month period, another waiver may be granted only if approved by the EISB Board of Directors after the Employer requests such a waiver in writing.

4. Reduction of Liquidated Damages. Notwithstanding the liquidated damages policy set forth above, the EISB CAO has discretion to reduce the liquidated damages assessed on a delinquent Employer by no greater than 50% of the liquidated damages owed as an inducement to an Employer for remitting delinquent contributions before the delinquency is referred to Collection Counsel. The Employer may request a waiver of all or a portion of the liquidated damages assessed, provided the Employer submits a written statement that sets forth a valid reason for the delayed payment to the Board. The EISB Board of Directors, for good and

sufficient cause, may approve waiver of some, all or none of the liquidated damages assessed. Under the standards that apply to all employers reporting contributions to the area, financial hardship is not an acceptable reason for granting a waiver.

**F. VACATION WITHHOLDING LIQUIDATED DAMAGES.**

Notwithstanding the above provisions concerning liquidated damages, any liquidated damages assessed on vacation withholdings shall be added to the participant's vacation accounts.

**G. DAMAGES FOR ELECTIVE CONTRIBUTION ACCOUNTS** To the extent EISB is able to do so, EISB will advance a participant's elective contribution account [ie. 401(k)] when an employer is delinquent transmitting same to the EISB. In the event that EISB advances what would otherwise be a delinquent elective contribution, EISB, by virtue of this Joint Services Agreement, shall become the assignee of the San Francisco Electrical Workers Retirement Savings to the extent of any such delinquent elective contribution and shall be entitled to pursue all rights of the Retirement Savings Plan for EISB's own account, including the principal sum advanced and any liquidated damages, interest and collection costs associated with the assigned claim for delinquent elective contributions due. In the event that EISB cannot advance a participant's elective contributions accounts that have become delinquent for any reason, EISB may allocate to the participant's account whatever portion of liquidated damages and/or interest it collects through the delinquency procedures that may be necessary to make the participant's account whole for lost earnings.

**H. INTEREST.** Delinquent contributions, liquidated damages and other sums owing shall accrue interest from the date payable until the date paid at a rate of interest established by the Board of EISB consistent with ERISA

1. No Legal Proceedings. Interest will be assessed on all delinquencies from the due date. If principal is paid prior to any legal proceedings (i.e. a claim on the Employer's bond,

a lawsuit, stop notices, mechanic's liens, etc.), the EISB CAO or the Board of Directors shall have the discretion to waive any interest due. Any such waiver of interest due shall be reported to the EISB Board of Directors at the subsequent Board meeting.

2. Legal Proceedings Instituted. If legal proceedings (i.e. a bond claim, a lawsuit, stop notices, mechanic's liens, etc.) are instituted, interest will be assessed from the due date. As part of a settlement the EISB CAO or the Board of Directors may waive a portion or all of the interest owed.

I. COLLECTION ACTIONS. EISB may institute legal proceedings to collect delinquent Employer contributions, contributions required by applicable laws (such as the Federal Family Leave Act or the National Labor Relations Act), liquidated damages, interest, attorney's fees and other costs of collection. Such proceedings may be instituted in EISB's name on behalf of and as agent for the signatories to the Joint Services Agreement, or the claim may be assigned by the EISB Board of Directors to a third person or entity for collection.

The Employer shall reimburse EISB or its assignee, for reasonable attorney's fees, audit fees, costs of attachment bonds, private investigator fees, court costs, collection agency fees, and all other reasonable expenses of whatever nature incurred in connection with such suit or claim, including any and all appellate proceedings therein.

If an applicable collective bargaining agreement contains provisions relating to collections that specify additional remedies, or obligate the delinquent Employer to greater amounts of liquidated damages, interest, attorney's fees or other charges than those set forth herein, EISB may pursue the additional remedies or impose the greater charges.

An Employer shall remain liable for the payment of liquidated damages, interest and other charges even if it makes a late payment, in full, of principal, unless such damages are waived by the EISB Board of Directors. The contractual obligation to pay such damages,

interest and other charges accrued to the date the principal amount is paid and shall at all times remain enforceable by EISB pursuant to ERISA and/or § 301 of the Taft-Hartley Act.

**J. RECORD KEEPING AND AUDITS.**

1. Record Keeping Requirements. Each Employer shall maintain such time records, checks, check stubs, quarterly or other pertinent government returns, or such other records relating to employment for which contributions or other payments are required, sufficient (1) to determine whether the Employer has satisfied all obligations to the Joint Services Agreement Signatories and (2) to permit the EISB to comply with all applicable laws. These records shall be maintained within California for a period of not less than seven years following the end of the calendar year in which the employment occurs. Notwithstanding this seven year period, EISB may seek contributions prior to such seven year period if the Board of Directors determines it is prudent to do so.

The EISB Board of Directors, or its authorized representatives, may require any Employer to submit to EISB any information relevant to the administration of the Joint Services Agreement Signatories. Upon notice in writing from the Board of Directors, or an authorized agent or delegate, an Employer must permit an accountant/auditor or other authorized EISB representative to enter upon the premises of such Employer at a mutually agreeable time during regular business hours to examine such books, records, papers or reports as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to Joint Services Agreement Signatories. Such examination may be undertaken pursuant to a routine payroll audit program, a random audit, or on an individually ordered audit basis. The records to be made available shall include, but not be limited to, individual earnings records, time cards, payroll journals, payroll check registers, cancelled payroll checks, copies of the Employer's federal, state and local payroll tax reports, reports of employee hours to all other trades, Workers

Compensation Insurance reports, and all other documents reflecting the hours and wages for all employees, with the exception of employees who are not covered under the collective bargaining agreement. The Employer must, however, provide the Auditor a listing of the names of all non-bargaining unit employees.

The Auditor must obtain approval by the Board of Directors before requesting any records other than those listed in the foregoing paragraph.

2. Cost of the Audit. EISB will absorb the cost of the audit; however, the cost of the audit may be borne by the Employer if a shortage is caused by fraud or misrepresentation.

Any Employer who refuses audit entry shall pay all the reasonable legal fees and costs associated with the audit of such Employer, including, but not limited to, the costs associated with obtaining compliance with the audit. If an individual Employer fails or refuses to submit to an audit or confirm an audit appointment, EISB may file an action to compel audit entry.

3. Random Audits. The Board of Directors has delegated to the EISB auditor the responsibility for performing random audits of payroll contributions. Subject to approval by the Board of Directors or the EISB CAO, random audits shall be performed in the manner recommended by the Auditor.

4. Collection Counsel/EISB CAO Audit Request. After an account is considered delinquent, Collection Counsel, at the direction of the EISB CAO or the Board of Directors, shall have the authority to request an audit whenever he or she deems it appropriate.

5. Director Audit Request. An audit shall also be made upon the approval of the Board of Directors, or upon the written request of the Union or Association Director.

6. Audit Findings. The Board of Directors has delegated to an auditor the responsibility for performing a random audit of payroll contributions at the beginning of each

year. Upon completion of an Employer audit, the auditors shall submit a preliminary audit report to EISB for review. EISB shall review the audit's preliminary findings before the audit is sent to the Employer or EISB Board for approval. After reviewing the preliminary audit report, the EISB CAO may request the auditor to either expand or focus the audit of the Employer. After the appropriate preliminary audit review period and any subsequent follow-up, the auditor shall then prepare a draft audit report for the Employer and the EISB Board of Directors. If the Employer disputes any or all of the audit report, such disputes will be made in writing to EISB within a reasonable period. The EISB CAO, the auditor and Collection Counsel shall determine the validity of the Employer's dispute. The auditor shall prepare a report summarizing the Employer's disputes and EISB's response for the EISB Board of Directors to review. The EISB Board of Directors shall have the ultimate authority to determine what amounts, if any, are in dispute and finalize the audit. Once an audit is finalized, EISB shall either bill or refund the Employer as appropriate.

7. Audit Underpayment Discrepancy. If an Employer's audit determines the Employer underpaid contributions, EISB shall mail a Notice of Discrepancy by first class mail or email itemizing all amounts due including liquidated damages and interest. If, within a reasonable time, there is no response or payment by the Employer, EISB shall either follow-up with a second billing letter or refer the matter to Collection Counsel. The EISB Collections Office will continue normal monthly billing procedures and will update legal counsel and Board of Directors with periodic reports.

8. Audit Overpayment Discrepancies. Overpayments for Vacation Withholding shall be non-refundable. Contributions to all other Trusts or Funds shall only be refundable to the Employer at the sole discretion of the EISB CAO or the Board of Directors.

## II. COLLECTION PROCEDURES

To implement the delinquency and collection provisions set forth above and in the pertinent collective bargaining agreements and the applicable Trust Agreements, the Board of Directors of the EISB adopts the following collection procedures:

A. Determining There is a Delinquency. An Employer's contribution is considered delinquent if:

- 1) the full amount of the contribution is not received (i.e., postmarked) by the due date;
  - 2) no transmittal report is sent (even if money is sent);
  - 3) the amount received is less than the amount required to be contributed;
- or,
- 4) the payment received is in the form of a non-negotiable instrument. If a check or other instrument "bounces" or is returned for "non-sufficient funds", the Employer will be deemed delinquent as of the due date, even if the Employer subsequently issues a good check.

B. Collection Schedule. Delinquencies will be handled as follows: EISB Collection Office sends 1<sup>st</sup> delinquency notice to the delinquent Employer and EISB's month-end report will reflect the delinquency. If the delinquent Employer fails to respond with the appropriate time, the delinquency is referred to EISB Collection Counsel; along with a copy of the Employer's bond. Collection Counsel will send a demand letter to the delinquent Employer requesting the payment of the Employer's full delinquency, liquidated damages, interest, and attorney's fee. If appropriate, Collection Counsel, at the direction of the Board of Directors or EISB CAO, will file a lawsuit, stop notices, mechanic's liens, , claims on the Employers' bonds, and take other action deemed appropriate such as demanding joint checks. By no later than the

third month of the Employer's delinquency, Collection Counsel is to have instituted the appropriate legal proceedings unless he or she concludes that a delay is in the Joint Services Agreement Signatories best interest or he or she has not yet received adequate information. If legal action is delayed, Collection Counsel will inform the Board of Directors of the delay and provide the reason(s) for the delay. If, however, a union representative or others have knowledge that an Employer is delinquent, and that information is conveyed to the EISB CAO, the delinquent Employer will be referred to Collection Counsel, as soon as the delinquency has been confirmed by EISB. After referral of a delinquent Employer to Collection Counsel, the EISB Collection Office will still continue its normal billing procedures and will update Collection Counsel and Board of Directors with periodic reports.

### **III. TRUST COLLECTION COUNSEL RESPONSIBILITY**

**A. Follow Procedures.** Collection Counsel shall be responsible for following the procedures described herein.

**B. Periodic Reports/Meeting Attendance.** Collection Counsel shall furnish the Board of Directors with a written status report of any pending delinquency matter for each Board meeting. Additional status reports may be required as requested by the Directors or the Delinquency Subcommittee. Collection Counsel or a representative from his or her office shall attend each Delinquency Subcommittee meeting.

**C. Seek to Resolve Without Litigation.** Subject to the time periods set forth in these procedures, Collection Counsel shall attempt to settle a delinquency without litigation by first attaching any bonds available to satisfy collection and to use any other similar methods for recovery. Prior to negotiating a final settlement, Counsel shall consult with the EISB CAO, who will report to the Employer and union Board members for approval.

### **IV. CHRONIC DELINQUENCIES**

**A. Special Rules.** The EISB CAO and/or the Board of Directors may establish special rules for the Employers who are repeatedly delinquent on their Employer contributions, including without limitation, requiring speedier payments, random or periodic audits, establishment of a greater cash bond or such other methods deemed appropriate under the circumstances.

**B. Exceptions to the Above Procedures.** The Directors are authorized to make an exception to the procedures set forth herein for Employers who are chronically delinquent. By way of example, the above rules regarding waivers of liquidated damages and interest may be set-aside if determined appropriate under the circumstances.

## **V. NOTICE TO EMPLOYEES**

After an Employer is delinquent for one month and it is clear that the Employer will not pay such contributions immediately, the Collections Office shall notify employees of delinquent Employers that their Employer is delinquent and the effect of that delinquency on their pension and health and welfare benefits.

The Collections Office will have discretion on the actual timing of when this notice is sent. Generally, however, the notice will be sent within 30 days of the period in which an Employer is delinquent (i.e., when contributions due on the 15<sup>th</sup> of the month are not received, the notice to the employed would be sent by the 15<sup>th</sup> of the following month).

## **VI. MISCELLANEOUS**

**A. Processing.** No hours or contributions can be processed until a report is received. Non-sufficient fund checks require a reversal of hours and contributions for everything other than the Pension Plans [and Health and Welfare Plan (limited to two (2) months)].

**B. Employer Reporting Adjustment.** Are allowed provided they do not affect Vacation Funds or 401(k) monies already withdrawn by the employee.

**C. Overpayment.** Are checked to determine how they occur and to ensure there is no corresponding amounts due before Employers are notified to take the credit with their next report, or are refunded for the overpayment.

**D. Write-off Authority.** The Electrical Industry Service Bureau shall have the full authority to “write-off” uncollectible amounts which are not prudent to pursue for reasons which shall be stated in the minutes of the EISB.

**E. Delinquency Priority.** When an Employer is delinquent on any contributions, any subsequent payments made by the Employer after the Employer’s delinquency arose shall be applied to the Employer’s oldest delinquent principal and then to any liquidated damages and/or interest associated with the oldest delinquent amounts owed before applying any of the subsequent payments made by the Employer after the Employer’s delinquency arose to any more recent principal amounts (and liquidated damages and/or interest) owed. For example, if an Employer is delinquent with August contributions, but submits a check that totals the outstanding principal for the August contributions with their September transmittal and contributions, the monies received shall be applied to the August principal, liquidated damages and interest first. Any monies remaining shall then be applied to the principal owed for the September contributions. With the written approval of the EISB CAO, particular monies owed by a delinquent employer may be credited to particular employees on specific jobs. Notwithstanding this paragraph, the EISB Administrator may apply monies received for liquidated damages, interest and collection costs to principal owed on behalf of particular employee’s accounts to ensure that a disruption in benefits does not occur; however, those principal amounts and any

liquidated damages or interest owed thereon remain outstanding. The EISB Board of Directors may, in its discretion, waive this priority allocation.

**F. 401(k) Delinquencies.** In the event that an employer fails to remit employee contributions for 401(k) withholding within one hundred-eighty (180) days, in addition to assessing liquidated damages and interest on behalf of the employee for the contributions owed, EISB will also report the failure to transmit the employee 401(k) contributions to the appropriate state and federal agencies, including, but not limited to, the Internal Revenue Service.

- 1) If an employer is delinquent in the remittance of all fringes, or has not remitted sufficient payment to cover 401(k) contributions, EISB will advance the payment, to the extent possible (at the discretion of the Board of Trustees or the Board's delegate) and upon timely receipt of the remittance report from the Employer. Although 20% liquidated damages would still be assessed on the delinquency, advancement of the contribution would prevent EISB from having to report the delinquency on the annual form 5500.
- 2) If the delinquent Employer fails to timely provide EISB with the remittance report or if EISB determines that it is financially not feasible to advance the payments, EISB will report such delinquency on the annual Form 5500, and to the extent required by applicable law, notify the Employer of special disclosure rules and penalties that apply. This reporting is necessary because the DOL treats unpaid or delinquent 401(k) contributions as a loan from the Plan to the Employer which is considered a prohibited transaction under ERISA.

- 3) In addition to billing the Employer for liquidated damages, EISB will compute each employee's "lost earnings" and "excise taxes" that will be imposed against the employer as a result of the delinquency and bill the Employer accordingly. Lost Earnings will be transmitted to the employees' individual accounts upon receipt from the Employer.
  
- 4) Delinquent Employers will be notified that they have the option of making a filing under the DOL's Voluntary Fiduciary Correction (VFC) Program which will exempt the delinquency from the prohibited transaction rules including the excise taxes that will be imposed unless the delinquency exceeds 180 days. Although the delinquency would not need to be reported as a prohibited transaction on Schedule G of Form 5500, it will be reported as a delinquent employee contribution on Schedule H of Form 5500. The Employer will be encouraged to seek professional advice to determine whether it would be in its best interest to file under the DOL's VFC Program or pay the excise taxes that will otherwise be imposed.
  
- 5) Upon notification that an Employer has chosen to make a VFC filing, EISB will waive the excise tax, unless the delinquency exceeds 180 days. If the Employer chooses not to make a VFC filing, EISB will report the delinquency and remit the excise taxes on IRS Form 5330.



1 **AGREEMENT ON EMPLOYEE PORTABILITY**

2 **BETWEEN**

3 **THE INTERNATIONAL BROTHERHOOD**  
4 **OF ELECTRICAL WORKERS**

5 **AND THE**

6 **NATIONAL ELECTRICAL**  
7 **CONTRACTORS ASSOCIATION**

8 **AGREEMENT ON EMPLOYEE PORTABILITY**

9  
10  
11  
12  
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15  
16 This revised agreement, between the International Brotherhood of Electrical Workers  
17 (“IBEW”) and the National Electrical Contractors Association (“NECA”), shall become  
18 effective on January 1, 1997. This agreement shall apply throughout the United States,  
19 and, except as provided in paragraph 3, it shall supersede any inconsistent provisions of  
20 agreements between Local Unions of the IBEW and Chapters of NECA.  
21

22 The IBEW and NECA agree as follows:

23  
24 1. A contractor who is a member of NECA and who is bound by a collective  
25 bargaining agreement between one IBEW Local Union and a NECA Chapter may bring  
26 up to four bargaining unit employees employed in that Local Union’s jurisdiction  
27 (“bargaining unit employees”) into the jurisdiction of another IBEW Local Union,  
28 provided that the contractor is bound by a collective bargaining agreement with that other  
29 Local Union covering the work to be performed. No more than four bargaining unit  
30 employees may be employed at any one time under this paragraph in the jurisdiction of  
31 that other Local Union.  
32

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

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

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

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

