

**NORTHERN CALIFORNIA  
AND  
NORTHERN NEVADA  
SOUND AND COMMUNICATIONS  
AGREEMENT  
1988 — 1991**



NORTHERN CALIFORNIA AND NORTHERN NEVADA  
SOUND AND COMMUNICATION AGREEMENT

Agreement by and between the signatory NECA Chapters and signatory IBEW Local Unions.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement the term "Chapter" shall mean the signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Local Unions.

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

SCOPE

The work covered by this Agreement may be performed within the jurisdiction of the following Local Unions: 6, 100, 180, 234, 302, 332, 340, 401, 442, 482, 551, 591, 595, 617 and 684 as set forth below:

The work covered by this Agreement shall include the installation, maintenance, service and testing of all apparatus and interconnection cables, including fiber optics and/or ethereal aid associated with systems utilizing the transmission and/or transference of voice, sound (including ultra high frequencies), video, and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, PCM (Pulse Code Modulation), SCADA (Supervisory Control and Data Acquisition), nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems, and data systems that transmit or receive information and control all other systems which are intrinsic to the above listed systems.

Fire alarm systems may be installed under this Agreement which includes installation, wire pulling and testing. Fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel, building trades projects or jobs shall be performed at the equivalent current Inside wage and fringe rate in those areas where the work is historically performed by Inside Journeyman Wiremen. Installation of raceway systems are not covered under the terms of this Agreement (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems.

## BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in both the Sound and Communication and Electrical Industries. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between 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:

### ARTICLE I

Effective Date -- Changes -- Grievances -- Disputes

Section 1:01. This Agreement shall take effect July 15, 1988, and shall remain in effect until September 30, 1991 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from October 1 through September 30 of each year, unless changed or terminated in the way later provided herein.

Section 1:02. (a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least 90 days prior to the anniversary date.

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

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

(d) Each party to this Agreement shall meet and select their representatives for the purposes of negotiations.

(e) Unresolved issues in negotiations that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations may be submitted jointly or unilaterally by the parties to this Agreement to the Council for adjudication prior to the anniversary date of the Agreement.

(f) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(g) Notice by either party of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1:03. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto and submitted to the International Office of the IBEW and the National Office of NECA, for approval, the same as this Agreement.

Section 1:04. There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1:05. There shall be a Labor-Management Committee composed of four (4) members of the IBEW and four (4) members of the National Electrical Contractors Association. One (1) member from the IBEW and one (1) member from NECA shall be from the area in which the dispute arose, however, these members shall not vote on the dispute and will be excused from the meeting while the vote is taken.

Section 1:06. All grievances or questions in dispute shall be adjusted by the duly authorized local representative of each of the parties to this Agreement. In the event that these two (2) are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

Section 1:07. All matters coming before the Labor-Management Committee shall be decided by majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1:08. Should the Labor Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding on both parties hereto.

Section 1:09. When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II

Employer Rights -- Union Rights

Section 2:01. Employer Defined. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer under the terms of this Agreement. Therefore, an Employer who contracts for such work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, a business telephone and adequate tools, equipment and inventory. The Employer shall maintain a suitable financial status to meet payroll requirements, and employing not less than one (1) installer and/or technician, when performing work covered under this Agreement.

(a) Employees, except those meeting the requirements of "Employer" as defined herein, shall not contract for any work as set forth under the "Scope of Work" of this Agreement.

(b) Any employee, working under the terms of this Agreement, holding an active contractor's license covering the Scope of Work as set forth in this Agreement, shall inactivate their license in accordance with Section 7076.5 of the Business and Professions Code (State of California).

Section 2:02. The Unions understand the Employer is responsible to perform the work required by the owner. The Employer, shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job-to-job within the Local Unions' geographical jurisdiction that are signatory to this Agreement, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause. Such individual shall be paid the Technician wage rate.

Section 2:03. For all employees covered by this Agreement, the Employer shall carry Workman's Compensation Insurance with a company authorized to do business in the State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed.

Section 2:04. (a) Each Employer shall furnish a surety bond in the amount of \$10,000.00 to secure payment of all amounts due on account of payroll and fund deduction, contribution and reporting obligations of the Employer required by this Agreement. Said bond shall be in the form acceptable to the Union. The bond shall provide that it may not be terminated without thirty (30) days' prior written notice to the Employer and the Local Union.

(b) The Labor-Management Committee shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond directly to the affected employees and direct payments of delinquent fund contributions from the Bond directly to the Trustees of the affected funds or to their designated agents.

Section 2:05. (a) The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

(b) The Employer understands that the Local Union's jurisdiction - both trade and territorial - is not a subject for negotiations but rather is determined solely within the IBEW by the International President, and therefore, agrees to recognize and be bound by such determination.

Section 2:06. In order to protect and preserve, for the employees covered by this Agreement, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint-venture, wherein the Employer, through its officers, directors, partner or stockholders, exercise either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

Section 2:07. Free movement of men is allowed throughout any of the signatory Local Union jurisdictions. On all jobs exceeding forty (40) hours in duration, the Employer shall notify the Local Union in whose jurisdiction he will be working, prior to starting a job, the location of the job, and names of employees to send in. The representative of the Union, either in the area where the work is being performed or in the areas where the contractor's shop is located, shall have the authority to inspect the individual Employer's payroll and associated work records as to time and pay of an employee, if the question arises.

Section 2:08. A signatory Employer shall not perform work as an installer and/or technician except one (1) designated member of a firm (Employer) shall be permitted to work with the tools at any time on work covered by this Agreement, provided he/she shall have been employed with the firm for not less than one (1) year. Such working member of a firm (Employer) shall work under all the terms and conditions of this Agreement. The firm shall have one (1) installer and/or technician not a member of the firm employed under the terms of this Agreement at all times. Avoidance of the intent of this section shall not be permitted

by the pretense of ownership of the business by an immediate member of the family. Nothing contained in this section shall be construed to prevent any Employer from performing work during emergencies for the protection of life or property or working up to four (4) hours each day on service, repair calls, and checking and inspecting.

Section 2:09. The Union has the right to appoint Stewards at any shop and/or any job where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by an Employer because of his faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union. Such removal would be subject to the grievance procedure.

Section 2:10. The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement, provided he first notifies the Employer's local office.

Section 2:11. (a) It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee, for an employee to refuse to cross or work behind a picket line which is sanctioned by the Building Trades Council, the Central Labor Council or the Local Union.

(b) Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner.

Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided by the Employer.

Each employer will furnish necessary locked storage to reasonably protect tools from weather and vandalism and will replace such tools when tools are damaged on the job or stolen from the locked storage.

Section 2:12. Employees under this Agreement shall not be required to furnish power or special tools or test equipment. Employees shall not use the Employer's property such as tools, parts, test equipment and transportation for other than the Employer's business, except as may herein be provided. If any employee, through negligence, damages, destroys or loses the Employer's tools or equipment, the employee shall repair, replace or compensate the Employer for such loss or damages sustained.

Section 2:13. All employees covered by the terms of this Agreement shall be required to become members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2:14. (a) The Local Union is a part of the International Brotherhood of Electrical Workers; any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph 2 of this section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

Section 2:15. The Labor-Management Committee shall meet within five (5) working days when notice is given by any member thereof that an unresolved dispute within the jurisdiction of the Committee exists.

Section 2:16. The Union reserves the right to discipline its members for violation if its laws, rules and agreements.

### ARTICLE III

#### Hours -- Wages -- Working Conditions

Section 3:01. (a) Eight (8) consecutive hours work between the hours of 6:00 A.M. and 6:00 P.M. (excluding a meal period of not less than one-half (1/2) hour) shall constitute a work day. Forty (40) hours within five (5) consecutive days, Monday through Friday, shall constitute the work week.

(b) Each Employer shall be allowed to schedule employees for maintenance, service calls and/or shop work at the straight time rate of pay Tuesday through Saturday. Employees so assigned shall have Sunday and Monday as their days off.



(c) An employee recalled for duty after the completion of his normal shift for the day shall receive pay in accordance with the provision of Section 3:02 for the number of hours worked on such recall however, an employee so recalled shall receive an amount of no less than an amount equal to his straight time hourly rate of pay for two (2) hours. The period of recall shall begin with the time of the employee leaving his home until the time of his return.

(d) When workmen report at the shop or job and are not put to work due to conditions beyond the control of the workmen, they shall receive four (4) hours pay. Workmen may be required to remain at the job site for the hours paid.

(e) When workmen report and are put to work, they shall receive pay for a minimum of four (4) hours and shall remain on the job unless directed otherwise by the Employer.

(f) An employee called for duty outside of the regular working hours for emergency repair work, call-back work or service calls shall receive a minimum of two (2) hours work at the straight-time rate.

Section 3:02. All work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the regular straight time rate. Sundays and the following holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day or days celebrated as such, shall be paid at the straight-time rate in addition to Holiday pay afforded under Section 5:05.

Section 3:03. No work shall be performed on Labor Day, except in case of emergency, or with the permission of the Business Manager where the work is being performed.

Section 3:04. Wages shall be paid weekly in cash or by payroll check no later than quitting time on Friday, and not more than three (3) days wages may be withheld at that time. Pay day will be the same as the contractor's home office. Any workman laid off or discharged shall be paid his wages immediately. In the event he is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made. The Employer will either pay the workman at the job site during regular working hours or allow him sufficient time during regular working hours to report to the shop to receive his pay check. The Business Manager with the Chapter Manager, or their designated representative, shall have the right to visit the Employer's place of business during any working hours to inspect the time cards and/or payroll records of the employees covered by this Agreement. Wages and fringes shall be as per Addendum "A" attached hereto and made a part of this Agreement.

An exception to this provision shall be provided for any Employer who as of the effective date of this Agreement is operating under an existing payroll system that provides for semi-monthly or bi-weekly payment of wages. The Employer shall be allowed to continue under that arrangement during the term of this Agreement.

Section 3:05. Shift work. When so elected by the Employer, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked, the following conditions shall apply:

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

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

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

(d) A lunch period of thirty (30) minutes shall be allowed on each shift.

(e) All overtime work required after the completion of a regular shift shall be paid at one and one-half (1 1/2) times the "shift" hourly rate.

(f) There shall be no pyramiding of overtime rates, and two (2) times the straight time rate shall be the maximum compensation for any hour worked.

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

Section 3:06. Travel Time. Wages shall be paid for all time in going from shop to the job, from the job to the shop and from job to job.

When workmen covered by the terms of this Agreement are ordered to report directly to a job site in an employer-furnished vehicle, travel expense shall be paid in accordance with the following schedule.

0 - 35 air miles - \$0.00 per day

36 - 45 air miles - \$5.00 per day

46 - 55 air miles - \$10.00 per day

56 - 65 air miles - \$15.00 per day

More than 65 air miles - \$15.00 per day and \$7.00 per hour beginning at the 65th mile.

Mileage shall be computed from the job site to the closer of the employee's residence or the employer's normal place of business.

When workmen covered by the terms of this Agreement are ordered to report directly to a job site in a personal vehicle, they shall receive travel expense in accordance with the above schedule and mileage expense at the rate of 22 1/2 cents per mile for those miles traveled which exceed 35 air miles in each direction.

When it becomes necessary that an employee remain away overnight from the Employer's place of business, at the direction of the Employer, then such employee shall receive either the round trip mileage expense as set forth under Section 3:06 above or the actual expenses incurred in such transportation required, whichever is less. Additionally, such employees remaining away overnight, at the Employer's direction, shall receive reimbursement for such food and lodging expense incurred and supported by appropriate receipts not to exceed \$65.00 per day.

Section 3:07. The Employer may voluntarily agree to deduct and forward to the Financial Secretary of the Local Union, upon receipt of a voluntary written authorization, the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3:08. A bulletin board shall be provided by the Employer for the Union to post official notices to its members. In lieu of providing a separate bulletin board for the Union, the Employer may allot a reasonable amount of space on its own bulletin board for the exclusive use of the Union to post official notices.

Section 3:09. When the Employer provides identical clothing as to style or fashion, the Employer shall furnish same, including cleaning and maintenance, with the exception of shirts.

Section 3:10. The Company may voluntarily agree to honor IBEW-COPE contribution deduction authorizations for its employees who are Union members.

ARTICLE IV

Referral Procedure and Seniority

Section 4:01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4:02. The Local Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4:03. The Employer shall have the right to reject any applicant for employment.

Section 4:04. The Local Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4:05. The Local Union shall maintain a register of applicants for employment established on the basis of the GROUPS listed below. Each applicant for employment shall be registered in the highest priority GROUP for which he qualifies.

GROUP I

An applicant who has completed the IBEW Communication Apprenticeship Program or has worked an equal number of years in the communications industry as a Systems Installer and is a resident of the normal commute area of that Local Union.

GROUP II

An applicant who meets the requirements for GROUP I in any other signatory Local Union.

GROUP III

An applicant who has communication experience but who does not meet the requirements of GROUP I or GROUP II.

GROUP IV

An applicant who does not meet the requirements of GROUPS I, II & III.

Section 4:06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees."

Section 4:07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4:08. "Resident" means a person who has maintained his permanent home in the normal commute area of the applicable Local Union for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4:09. The Local Union shall maintain an "out-of-work list" which shall list the applicants within each GROUP in chronological order of the dates they register their availability for employment.

Section 4:10. An applicant who has registered on the "out-of-work list" must renew his application every thirty (30) days or his name will be removed from the "list."

Section 4:11. An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon registration, be restored to his appropriate place within his GROUP.

Section 4:12. Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "out-of-work list" and then referring applicants in the same manner successively from the "out-of-work list" in GROUP II, then GROUP III and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

Section 4:13. The only exceptions which shall be allowed in this order of referral are as follows:

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

Section 4:14. An Appeals Committee is hereby established composed of one member appointed by the Local Union, one member appointed by the Local NECA Chapter and a Public Member appointed by both these members.

Section 4:15. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the applicable Local Union of Sections 4:04 through 4:13 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be compiled with by the applicable Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4:16. A representative of the applicable local NECA Chapter designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4:17. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the office of the applicable Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4:18. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 4:19.- Seniority. The Employer and the Union accept seniority in layoffs and agree that length of continuous service shall govern, provided however, that seniority shall not be interpreted to require the Employer to retain a senior employee who cannot perform the work required. Seniority shall be applied by job classification: i.e., technician, installer and apprentice.

Section 4:20 - Probationary Period. The first one hundred and twenty (120) days of a Technician or Installer's employment, with a specific Employer signatory to this Agreement, shall be a probationary period. During the probationary period such employees shall not accumulate seniority. Upon completion of one hundred and twenty (120) days employment, as provided herein, the Technician or Installer shall be credited for seniority purposes from the date of his employment with the specific Employer.

The first six (6) consecutive months of employment by an Apprentice Installer with a specific Employer signatory to this Agreement shall be a probationary period. During the probationary period such employees shall not accumulate seniority. Upon completion of six (6) consecutive months employment, as provided herein, Apprentice Installers shall be credited, for seniority purposes, from the date of employment with the specific Employer.

Other than provided herein, no other employee shall be credited with seniority.

Section 4:21 - Termination of Seniority. Seniority shall be terminated by:

1. Discharge for cause.
2. Voluntary quit.
3. Layoff

Section 4:22. The Employer has the right to discharge any Employee for just cause. When a regular employee is so discharged, the Employer shall promptly notify the Union in writing to that effect. No such notices shall be required in the case of a layoff. If any regular employee with seniority feels he has been unjustly discharged, he shall have the right to appeal his case to the Labor Management Committee through the Union. Such appeal must be filed in writing by the Union within seven (7) calendar days from the date the Union is notified by the Employer of such discharge and, unless so filed, the right of appeal is lost.

#### ARTICLE V

##### Vacations - Holidays - Pension - Insurance

Section 5:01. The right to vacation with pay shall vest annually as follows:

(A). After one (1) year but less than five (5) years continuous service with the same Employer, two (2) weeks vacation with eighty (80) straight time hours pay at the employee's hourly rate in effect immediately preceding his vacation.

(B). After five (5) continuous years of service with the same Employer and each year thereafter, three (3) weeks with one hundred twenty (120) straight-time hours pay at the employee's hourly rate in effect immediately preceding his vacation.

(C). Vacation time is not accumulated except by mutual, express consent between the Employer and the employee.

Section 5:02. The employee may schedule a vacation at any time within the calendar year after such employee is eligible for a vacation period provided that such dates of vacation have been mutually agreed as between the employee and Employer.

Section 5:03. Vacations shall be scheduled strictly according to seniority. An employee shall not be compelled to take a split vacation, but if he elects to do so, his first choice shall be on the basis of seniority and his second choice on the basis of availability. Vacation schedules shall be posted. No employee to be called to duty, discharged or laid off while on vacation.

Section 5:04. An employee upon request shall be rendered immediately prior to his vacation full pay for the period of vacation. An employee who resigns, is laid off or discharged, will at the time of his termination receive on a pro-rata basis the full vacation allowance for that year accrued to the end of the month, preceding his termination. In the case of the death of an employee, the full vacation pay accrued will be paid to his executor or other heirs.

Section 5:05. Recognized holidays for the purpose of this Agreement shall be as follows: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. Anyone employed under the terms of this Agreement shall be entitled to the foregoing as paid holidays, provided that the employee has worked on the last regular working day immediately preceding the holiday and on the first regular working day following the holiday.

Section 5:06. (a) Each Employer agrees to pay \$180.00 per month or such amount as may be necessary to maintain benefits for the duration of this Agreement, not to exceed \$250.00 for all employees covered by this Agreement, to the International Brotherhood of Electrical Workers Local 332 Health and Welfare Trust Fund, a jointly Trusteed Health and Welfare Trust Fund created pursuant to Section 302 (c) of the Labor Management Relations Act. Payment shall be due on the 10th day of the month in which coverage will exist subject to the provisions of (b) below. The money shall be mailed to the IBEW District No. 9 Plan, 2029 Lloyd Center, P. O. Box 12245, Portland, Oregon 97212. The Employer further agrees to be bound by the provisions of the Trust Agreement created by the International Brotherhood of Electrical Workers Local 332 and the Santa Clara Chapter of the National Electrical Contractors Association and all amendments hereinafter adopted by the Trustees and agrees to accept as its representatives the present Employer Trustees and their lawfully appointed successors.

(b) As an alternative to the above-mentioned health plan, the Employer may, at his option, provide coverage under his firms company health plan. If so elected by the Employer, the Employer must provide a comparable schedule of benefits as determined and approved by the plan consultant to the IBEW Local 332 Health and Welfare Trust Fund. The Employer must notify the Union prior to the effective date of this Agreement that he intends to utilize his private health plan. The Employer shall be responsible for all costs associated with the consultants determination of comparability. After the effective date of this Agreement, the Employer must remain on the plan selected until October 1st of the following year:

(c) To become initially eligible for participation in the program, an employee must have been an employee for sixty (60) days. In order to retain eligibility for benefits in any month following



achievement of initial eligibility, an employee must have worked or been paid for eighty (80) hours or more in the preceding calendar month. However, should an Employer desire that an employee become immediately eligible for participation in the program upon entering employment with said Employer, payment of three (3) months of premiums initially will provide eligibility for the employee commencing with the first month of employment.

(d) Coverage shall extend for sixty (60) days after the cessation of employment.

(e) Each remittance will be accompanied by a form which will be furnished for this purpose. Failure to forward negotiable remittances for the entire payment due by the tenth (10th) day of the month will automatically require immediate payment of damages prescribed by the Trust Agreement as well as delinquent amounts due, and will further require other action as set forth in the Trust Agreement.

(f) In addition to the damages assessable for late payment under the Trust Agreement and to other legal action which may be taken to collect delinquent payments which have not been received by the Board of Trustees of the I.B.E.W. Local 332, Health and Welfare Trust by the tenth (10th) of the month, individual Employers who fail to remit in accordance with the provisions shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that the required payments have been made to the International Brotherhood of Electrical Workers Local 332 Health and Welfare Trust.

(g) Prior to any change in benefit structure or premium charges, recommendation of such change shall be referred to the Labor Management Committee for consideration. However, this shall not affect the right of the Trustees of the IBEW Local 332 Health and Welfare Trust Fund to protect the financial integrity of the Plan of health benefits provided herein should the Labor Management Committee fail to take action to provide that premiums paid are sufficient to support benefits provided.

## ARTICLE VI

### Pension

Section 6:01. It is agreed that in accord with the National Employees Benefit Agreement entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, that unless authorized otherwise by the National Employees Benefit Board, the individual Employer will forward monthly to the designated Local Secretary-Treasurer an amount equal

to 3% of his gross monthly labor payroll, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the National Board. The payment shall be made by check or draft and shall constitute a debt due and owing to the National Board on the last day of each calendar month, which may be recovered by suit initiated by the National Board or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local Secretary-Treasurer not later than fifteen (15) calendar days following the end of each calendar month.

Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Local Secretary-Treasurer.

The failure of an individual Employer to comply with the applicable provisions of the National Employees Benefit Agreement shall also constitute a breach of this Labor Agreement.

Section 6:02. Each Employer agrees to pay eighty cents (\$0.80) for each hour worked by all employees covered by this Agreement to the International Brotherhood of Electrical Workers District No. 9 Retirement Plan, a jointly-trusted pension trust created pursuant to Section 302 (c) of the Labor-Management Relations Act. Effective October 1, 1989, the contribution rate shall be increased to ninety cents (\$0.90) per hour worked. Payment shall be due on the tenth (10th) day of the month following the month in which hours were worked and shall be mailed to the Board of Trustees of the I.B.E.W. District No. 9 Retirement Plan, 2029 Lloyd Center, P.O. Box 12245, Portland, Oregon 97212. The Employer further agrees to be bound by the provisions of the Trust Agreement created by the International Brotherhood of Electrical Workers District No. 9 Retirement Plan dated 1974, and all amendments hereafter adopted, and agrees to accept as its representatives the present Employer Trustees and their lawfully appointed successors.

Each remittance will be accompanied by a form which will be furnished for this purpose. Failure to forward negotiable remittance for the entire payment due by the tenth (10th) day of the month will automatically require immediate payment of damages prescribed by the Trust Agreement as well as delinquent amounts due, and will further require other action as set forth in the Trust Agreement.

In addition to the damages assessable for late payment under the Trust Agreement and to other legal action which may be taken to collect delinquent payments which have not been received by the Board of Trustees of the I.B.E.W. District No. 9 Retirement Plan by the tenth (10th) day of the month following the month for which such assessments were due, individual Employers who fail to remit in accordance

with the provisions shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that the required payments have been made to the International Brotherhood of Electrical Workers District No. 9 Retirement Plan.

## ARTICLE VII

### SAFETY

Section 7:01. It is the Employer's responsibility to insure the safety of its employees and their compliance with safety rules and standards.

## ARTICLE VIII

### Industry Fund (NECA Members Only)

Section 8:01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual employer.  
(REQUIRED OF N.E.C.A. MEMBERS ONLY.)

ARTICLE IX

Apprenticeship and Training

Section 9:01. There shall be a Joint Apprenticeship and Training Committee (JATC) having four (4) members representing the Chapters of the National Electrical Contractors' Association (NECA) and an equal number of four (4) members representing the local unions of the International Brotherhood of Electrical Workers (IBEW). This Committee shall make local standards in conformity with the National Apprenticeship and Training Standards for the Sound and Communications Industry governing the qualifications, selection, education and training of all apprentices. The JATC shall also be responsible for training Systems Installers and others. The local standards will be promptly agreed upon by the parties to this Agreement and shall be registered with the National Joint Apprenticeship and Training Committee and the appropriate State or Federal Apprenticeship Registration Agency.

Section 9:02. Members of the Joint Apprenticeship and Training Committee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one (1) Employer and one (1) Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member may be re-appointed.

The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

The Committee shall meet at least once a month and also when called by the Chairman.

Section 9:03. (a) The Committee shall supervise all matters involving Apprenticeship Training in conformity with the provisions of this Agreement and the registered local Apprenticeship Standards. In case of a deadlock, the matter in dispute shall be referred to the parties to this Agreement for settlement. Any proposed change in this Agreement pertaining to Apprenticeship and Training should first be considered by the Committee for their recommendation before being acted upon by the parties to this Agreement.

(b) The Committee may establish or authorize a Joint Sub-Committee to be similarly constituted and selected for authorized training programs in a specified area or for other than Apprentice Training Programs.

Section 9:04. (a) In order to provide diversity of training or work opportunities, the Committee shall have full authority to transfer Apprentices from one job or Employer to another. All transfer and assignments for work shall be issued by the Committee and the referral office be so notified.

(b) The Committee is hereby instructed and authorized to employ a full-time Training Director at such time as is possible and practical. The Committee shall delegate to the Director that responsibility and authority deemed necessary by the Committee.

Section 9:05. All apprentices must enter the program through the Committee. An apprentice may be removed from training at any period of Apprenticeship for violation of Committee rules and policies. Such removal by the Committee cancels the classification of Apprentice and the opportunity to continue on the job training (OJT) or classroom training.

Section 9:06. The Committee is authorized to and shall indenture sufficient new Apprentices to provide for the availability of a total number of Apprentices in the training areas not to exceed a ratio of one (1) Apprentice to three (3) Systems Installers who are normally employed under the terms of this Agreement.

An individual Employer shall employ only indentured Apprentices secured from the Committee. No Employer is guaranteed any specific number of Apprentices. The Committee will determine whether or not any individual Employer is entitled to an Apprentice as well as the total number of Apprentices to be assigned to that Employer.

The Committee shall allow each qualified Employer a ratio of one (1) indentured Apprentice to three (3) Systems Installers when such Apprentices are available. This ratio is to be interpreted to allow the following Apprentice to Systems Installer relation on any job or in any shop:

- 1 Apprentice to 1 Systems Installer
- 1 Apprentice to 2 Systems Installers
- 1 Apprentice to 3 Systems Installers
- 2 Apprentices to 4 Systems Installers
- 2 Apprentices to 5 Systems Installers
- 2 Apprentices to 6 Systems Installers
- 2 Apprentices to 7 Systems Installers

etc.

A program will be instituted to assure the effectiveness of these ratios on a local level.

All apprentices entering the program after October 1, 1987 shall not accrue vacation benefits for the first two (2) years of Apprenticeship. They can, however, take an annual unpaid vacation.

Section 9:07. An apprentice is to be under the supervision of a Systems Installer at all times. Systems Installers are not required to constantly watch the Apprentice but are to lay out the work required and permit the Apprentice to perform the work on his/her own. Systems Installers are permitted to leave the immediate work area without being accompanied by the Apprentice assigned to him. An Apprentice shall not be permitted to work alone on any job without supervision from a Systems Installer working with the tools, except as provided in this section.

Section 9:08. The parties to this Agreement shall be bound by the Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

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

Section 9:09. All Employers subject to the terms of this Agreement shall contribute ten cents (\$.10) per hour worked by all employees covered under this Agreement. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Employees Benefit Agreement

ADDENDUM "A"

Wages

The minimum hourly rate of wages shall be as follows:

	<u>7-15-88 to 9-30-88 Per Hour</u>	<u>Effective 10-1-88 Per Hour</u>
Communications and Systems Installers	\$14.53	\$14.73
Communications and Systems Technicians	\$16.75	\$16.96
Senior Communications and Systems Technicians	\$18.29	\$18.67

Apprentices:

The following percentages of Communications and Systems Installers wage rate shall be applicable.

<u>Job Hours</u>	<u>Percentage</u>	<u>Effective 7-15-88 Per Hour</u>	<u>Effective 10-1-88 Per Hour</u>
1 - 1000	35	\$ 5.09	\$ 5.16
1001 - 2000	40	\$ 5.81	\$ 5.89
2001 - 3000	45	\$ 6.54	\$ 6.63
3001 - 4000	50	\$ 7.27	\$ 7.37
4001 - 5000	60	\$ 8.72	\$ 8.84
5001 - 6000	70	\$10.17	\$10.31
6001 - 7000	80	\$11.62	\$11.78
7001 - 8000	90	\$13.08	\$13.26
8001 - ABOVE	Communications and Systems Installers Rate		

The rates listed above shall be applicable in all areas. However, it is understood that some of the geographical areas as listed in the scope may wish to negotiate a lesser wage for their local area due to the needs of the Industry in their local area. Any such change agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval the same as this Agreement.

Effective October 1, 1989, there shall be an increase of three percent (3%) among wages and fringe benefits, to be determined by the Union.

Effective October 1, 1990, there shall be an increase of three percent (3%) among wages and fringe benefits, to be determined by the Union.

WAGES

The following rates are in effect within the following Local Union's jurisdiction: Local 100, Fresno, CA; Local 340, Sacramento, CA; Local 442, Redding, CA.; Local 591, Stockton, CA.; Local 684, Modesto, CA. These Locals comprise the San Joaquin Valley.

The minimum hourly rate of wages shall be as follows:

	<u>Effective</u>	<u>Per Hour</u>	DEC 21 1988
Communications and Systems Installers		\$13.00	
Communications and Systems Technicians		\$14.00	
Sr. Communications and Systems Technicians		\$15.00	

Apprentices:

The following percentages of Communications and Systems Installers wage rate shall be applicable.

Job Hours	Percentages	Effective Per Hour
1 - 1000	35	\$ 4.55
1001 - 2000	40	\$ 5.20
2001 - 3000	45	\$ 5.85
3001 - 4000	50	\$ 6.50
4001 - 5000	60	\$ 7.80
5001 - 6000	70	\$ 9.10
6001 - 7000	80	\$10.40
7001 - 8000	90	\$11.70
8001 - ABOVE	Communications and Systems Installers Rate	

Effective October 1, 1989, there shall be an increase of three percent (3%) among wages and fringe benefits, to be determined by the Union.

Effective October 1, 1990, there shall be an increase of three percent (3%) among wages and fringe benefits, to be determined by the Union.

Local Union

NECA

Chuck Stank 100  
Chuck Stank 340  
Walter L. Hubbard 442  
Wayne Livingston 591  
Billie Higgins 684

R. H. Jones  
J. W. Coleman  
H. Rogers  
J. W. Coleman  
J. W. Coleman



## MEMORANDUM OF UNDERSTANDING

During the course of negotiations over this agreement, a number of items were addressed which could not be completely resolved because of the issue of "Category 1" or standard IBEW/NECA contract language.

There were five provisions in the agreement that were agreed to even though the language in the agreement does not reflect the complete understanding of the parties. This Memorandum will clarify the intent of the parties with respect to those five (5) sections.

1. Section 1:03 is understood to mean that if the International Office of the IBEW "redlines" or modifies any provision(s) in this agreement, such provision(s) will be renegotiated by the parties.
2. Section 3:05 is understood to mean that the actual hours of work for the first, second, and third shift will be determined by the actual starting time of the first shift, as provided for in Section 3:01.
3. Section 4:13 is understood to mean the employer shall have the right to select a "named applicant" from the out-of-work list.
4. Section 4:18 is understood to mean that apprentices will not be transferred between employers unless both affected employers agree to the transfer.
5. Section 9:06 is understood to mean that an employer will be allowed a one-to-one ratio of apprentices to installers when installing cable.

MEMORANDUM OF UNDERSTANDING  
REGARDING THE SCOPE OF WORK

This Agreement specifically includes all work intrinsic to the following systems:

- A. Sound and Voice transmission/transference systems (including ultra-high frequencies)
  - 1. Background-foreground music
  - 2. Intercom and telephone interconnect systems
  - 3. Telephone systems
  - 4. Nurse call systems
  - 5. Radio page systems
  - 6. School intercom and sound systems
  - 7. Burglar alarm systems
  - 8. Low-voltage master clock systems
  - 9. Multi-media/multiplex systems
  - 10. Sound and musical entertainment systems
  - 11. RF Systems
  - 12. Antennas and Wave Guide
  
- B. Data systems that transmit or receive information.
  - 1. SCADA (Supervisory Control and Data Acquisition)
  - 2. PCM (Pulse Code Modulation)
  - 3. Inventory Control Systems
  - 4. Digital Data Systems
  - 5. Broadband and Baseband and Carriers
  - 6. Point of Sale Systems
  - 7. VSAT Data Systems
  - 8. Data Communication Systems
  - 9. RF and Remote Control Systems
  - 10. Fiber Optic Data Systems
  
- C. Television and Video Systems
  - 1. Television monitoring and surveillance systems
  - 2. Video security systems
  - 3. Video entertainment systems
  - 4. Video educational systems
  - 5. Microwave transmission systems
  - 6. CATV and CCTV
  
- D. Security Systems
  - 1. Perimeter security systems
  - 2. Vibration sensor systems
  - 3. Card access systems
  - 4. Access control systems
  - 5. Sonar/Infrared monitoring equipment

This Agreement may include work intrinsic to the following systems: 5

A. Fire Alarm Systems

This Agreement may include work intrinsic to fire alarm systems (including installation, wire pulling and testing) as determined below:

In those areas where fire alarm systems have historically been performed by Inside Journeymen Wiremen, such work (including wire and cable pulling) shall be performed at the equivalent current Inside wage and fringe rate when either of the following two (2) conditions apply:

1. The project involves new or major remodel Building Trades Construction.
2. The conductors for the fire alarm systems are installed in conduit.

In those areas where fire alarm systems have historically not been performed by Inside Journeymen Wiremen, such work may be performed under this Agreement.

Prior to the effective date of this Agreement, each Local Union/Chapter jurisdiction shall make a determination of who has historically performed such work in that particular jurisdiction. When there is a mutual agreement by Labor and Management that the work has historically been performed and is currently being performed by Inside Wiremen, then the equivalent Inside wage and fringe benefit rate shall be paid on major remodel and Building Trades projects. In those areas where there is no mutual agreement, the technician's rate shall apply. It shall be the responsibility of each individual Local Union/NECA Chapter jurisdiction to make the results of the local determination available to the International Office of the IBEW and to affected employers prior to the effective date of this Agreement.

The parties to this agreement recognize that the Scope of Work in this agreement is subject to misunderstanding; especially in the areas of integrated energy management and life safety systems.

In an effort to eliminate confusion regarding the interpretation of the Scope of Work covered by this agreement, the parties hereto agree to establish a Scope Review Committee composed of the following:

MANAGEMENT REPRESENTATIVES

LABOR REPRESENTATIVES

-----  
2 communication contractors  
2 electrical contractors  
2 NECA Chapter Managers

-----  
2 senior technicians  
2 electricians  
2 IBEW Business Managers

(3)

Members of the Committee shall be selected by the parties they represent. The Committee shall meet at such times as deemed necessary by the parties. The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

It shall be the function of the Scope Review Committee to consider and review various system technologies and to make recommendations to the parties to this agreement. The Scope Review Committee is not authorized to interpret this agreement in the event of a dispute over the Scope of Work. All grievances or questions in dispute shall be adjusted pursuant to Sections 1:06-1:09 of this agreement.

JOHN J. BARRY, *International President*  
JACK F. MOORE, *International Secretary*

S. R. (JACK) MCCANN, *International Vice-President*  
*Ninth District*

International Brotherhood  
Electrical Workers



SUITE 100 • 150 NORTH WIGET LANE • WALNUT CREEK, CALIFORNIA 94598-2494 • (415) 943-7777

August 3, 1988

AUG 4 1988

Michael Geller  
Chapter Manager  
NECA  
1024 Court Street  
Martinez, CA 94553

Re: NC/NN Sound and Communication Agreement  
1988-91

Dear Mike:

Please find enclosed a signed Agreement between Labor and Management in the City and County of San Francisco.

This Agreement covers the understanding that Fire Alarm work has historically been performed by Inside Wiremen within the City and County of San Francisco and therefore shall be performed, as defined, at the current Inside Wage and Fringe rate. Also the Agreement clarifies the Life Safety work.

If you have any questions or objections to this understanding please contact me. If I do not hear from you within a five (5) day period I will assume that this will be an addendum to the NC/NN Sound and Communication Agreement.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "John A. Hunter".

John A. Hunter.  
International Representative

JAH/an

CC: L.U. 332, L.U. 6, L.U. 595, L.U. 302,  
Ron Maccario - RCM, Don Veronda - Spartan Engineering

Encl.



Labor-Management Committee  
- FOR THE -  
Electrical Construction Industry

55 FILLMORE STREET  
SAN FRANCISCO, CALIFORNIA 94117  
861-5752

23



August 1, 1988

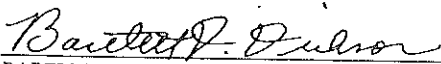
Mr. S. R. (Jack) McCann  
9th District Vice President, I.B.E.W.  
150 No. Wiget Lane  
Walnut Creek, CA 94598

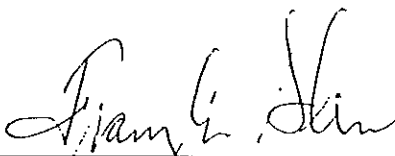
RE: Northern California and Northern Nevada Sound and Communication Agreement, Memorandum of Understanding regarding the Scope of work within the City and County of San Francisco as applicable to Fire Alarms Systems.

The undersigned agree that fire alarm systems as defined on Page 2 of the Memorandum of Understanding regarding the Scope of Work have historically been performed by Inside Wiremen within the City and County of San Francisco and therefore shall be performed, as defined, at the current Inside Wage and Fringe rate. It is further agreed that Life Safety Systems which apply to all buildings having floors located more than 75 feet above the lowest floor level having building access are not fire alarm systems and are not covered by the scope of the Northern California and Northern Nevada Sound and Communications Agreement. The undersigned agree to review this Memorandum when there is a new Sound and Communication Agreement.

SAN FRANCISCO ELECTRICAL CONTRACTORS  
ASSOCIATION, Inc.

LOCAL UNION NO. 6  
I.B.E.W.

  
BARTLETT D. DICKSON  
Executive Manager

  
FRANZ E. GLEN  
Business Manager/Financial Secretary

ope-3-afl-cio (205)

SOUND AND COMMUNICATION AGREEMENT

October 1, 1988 - September 30, 1991

SIGNED FOR THE FOLLOWING  
I.B.E.W. LOCAL UNIONS:

/s/ William E. Moody  
Local Union 180 7-8-88  
Date

/s/ Thomas J. Murray  
Local Union 595 7-8-88  
Date

/s/ Bruce A. Baker  
Local Union 332 7-8-88  
Date

/s/ \_\_\_\_\_  
Local Union \_\_\_\_\_  
Date \_\_\_\_\_

/s/ Ronald D. Carpenter  
Local Union 234 7-8-88  
Date

/s/ Wayne Livingston  
Local Union 591 7/8/88  
Date

/s/ Wayne Whitcomb  
Local Union 302 7-8-88  
Date

/s/ James M. Freeman Jr.  
Local Union 141 7-8-88  
Date

/s/ Chuck Cook  
Local Union 340 7-8-88  
Date

SIGNED FOR THE FOLLOWING  
CONTRACTOR ASSOCIATIONS:

/s/ [Signature]  
Northern Calif. (Solano-Napa)  
Chapter NECA July 15, 1988  
Date

/s/ [Signature]  
Northern Calif. (Alameda)  
Chapter NECA July 15, 1988  
Date

/s/ \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_  
Date

/s/ Walter S. Bonner  
Santa Clara Valley (San Jose)  
Chapter NECA 7-15-88  
Date

/s/ Patrick [Signature]  
San Mateo County Chapter NECA 7-15-88  
Date

/s/ [Signature]  
San Joaquin Valley (Stockton)  
Chapter NECA 8-29-88  
Date

/s/ Michael Geller  
Contra Costa Chapter  
NECA July 15, 88  
Date

/s/ Alex Wolf  
Nevada (Reno) Chapter  
NECA 8-3-88  
Date

/s/ [Signature]  
San Joaquin Valley (Sacramento)  
Chapter NECA 8-29-88  
Date

SOUND AND COMMUNICATION AGREEMENT

October 1, 1988 - September 30, 1991

SIGNED FOR THE FOLLOWING  
I.B.E.W. LOCAL UNIONS:

SIGNED FOR THE FOLLOWING  
CONTRACTOR ASSOCIATIONS:

/s/ Joseph P. Hays  
Local Union 617 8-5-88  
Date

/s/ \_\_\_\_\_  
\_\_\_\_\_  
Date

/s/ Frank E. Allen  
Local Union 6 9-7-88  
Date

/s/ Barclay P. Fulton  
San Francisco NECA 9/6/88  
Date

/s/ Richard A. Hays  
Local Union 684 8/9/88  
Date

/s/ J.W. Coleman  
SAN JOAQUIN VALLEY CHAPTER 8-1-88  
N.E.C.A. Date

/s/ Donald R. Jones  
Local Union 100 8/24/88  
Date

/s/ R. Majors  
East Central CA Chapter, NECA 9-8-88  
Date

/s/ \_\_\_\_\_  
Local Union \_\_\_\_\_  
Date

/s/ \_\_\_\_\_  
\_\_\_\_\_  
Date

/s/ Donald Kaye  
Local Union 234 8-1-88  
Date

/s/ May Block  
Monterey Bay Ch. 9-1-88  
Date

/s/ Richard A. Chapman  
Local Union 557 8/24/88  
Date

/s/ W. Lee  
Redwood Empire Chapter 8/24/88  
Date

/s/ David H. Lundberg  
Local Union 482 8/15/88  
Date

/s/ W. Lee  
Redwood Empire Chapter 8/22/88  
Date

/s/ Walter L. Hurlbut  
Local Union 442 8-9-88  
Date

/s/ Denny L. Rogers  
No. EASTERN CA NECA 8/9/88  
Date