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INSIDE WIREMAN AGREEMENT

June 1, 2003 — 5/31/2006

Between

WASHINGTON, D.C. CHAPTER
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION

and

LOCAL UNION NO. 26,
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

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INSIDE WIREMAN AGREEMENT

Agreement by and between the Washington, D.C. Chapter, National Electrical Contractors Association and Local Union No. 26, International Brotherhood of Electrical Workers.

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" shall mean the Washington, D.C. Chapter, National Electrical Contractors Association and the term "Union" shall mean Local Union No. 26, International Brotherhood of Electrical Workers.

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

The term "Employee" or "Employees" as used hereinafter shall mean the worker or workers covered by the terms and conditions of this Agreement.

FUNDAMENTAL PRINCIPLES

This Agreement is based upon the following set of Fundamental Principles, affirmed by the parties hereto:

1. Close contact and a mutually sympathetic interest between Employee and Employer will develop a better working system which will tend constantly to stimulate production while improving the relationship between the Employee, Employer and the community.
2. The right of Employees and Employer in local groups to establish wage scales and local working rules is recognized.
3. Strikes and lockouts are detrimental to the interests alike of Employee, Employer and the general public, and should be avoided.
4. Public welfare, as well as the interests of the trade, demands that electrical work be done by the electrical industry.
5. The public interest is served, hazard to life and property is reduced, and standards of work are improved by fixing an adequate minimum of qualifications in knowledge and experience as a requirement precedent to the right of an individual to engage in the electrical construction industry, and by the rigid inspection of electrical work, old and new.

6. Agreements and understandings which are designed to obstruct directly or indirectly the free development of trade, or to secure to special groups special privileges and advantages, are subversive of the public interest and cancel the doctrine of equality of rights and opportunity, and should be condemned.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

ARTICLE I

EFFECTIVE DATE - TERMINATION - AMENDMENTS

Section 1.01. TERM. This Agreement shall take effect June 1, 2003, and shall remain in effect until May 31, 2006, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

Section 1.02. CHANGES, TERMINATION, & UNRESOLVED ISSUES. (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting, unless mutually agreed otherwise.

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

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e) 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.

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

Section 1.03. AMENDMENTS BY MUTUAL CONSENT. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.04. NO STRIKE OR LOCKOUT. 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. LABOR-MANAGEMENT COMMITTEE. There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the Management representatives.

Section 1.06. GRIEVANCES. All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07. COMMITTEE'S DECISION. All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members, two 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. The Committee's decision shall be final and binding on both parties hereto.

Section 1.08. CIR. 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.

Section 1.09. PENDING ADJUSTMENT. 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.

Section 1.10. GRIEVANCE NOTIFICATION. Grievances or questions in dispute shall be filed with the duly authorized representative within 15 days of the event or within 15 days of the grievant becoming aware of the event. Any grievance not brought to the attention of the responsible opposite party to this agreement, in writing, within 21 days of the event or grievant becoming aware

of the event shall be deemed no longer to exist.

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01. LABOR ORGANIZATION ASSISTANCE.

(a) REMOVAL - UNION RIGHT. This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of workers from jobs when necessary and when the Union or its proper representative decide to do so; but, no removal shall take place until notice is first given to the Employer involved.

(b) UNION RESPONSIBILITY. When such removal takes place, the Union or its representative shall direct the workers on such job(s) to put away tools, material, equipment or any other property of the Employer carefully and safely. The Union will be responsible financially for any loss to the Employer caused by neglect in carrying out this provision, but only when a safe place for such storage is provided by the Employer.

Section 2.02. ANNULMENT SUB-CONTRACTING.

(a) VIOLATIONS OF IBEW AGREEMENTS. The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Subsection 2.02(b) 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) ASSIGNMENT OF WORK. 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 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.

All charges of violations of this Subsection 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 2.03. JURISDICTION. The Employer recognizes the IBEW as having jurisdiction over the installation, operation, maintenance and repair of all electrical wiring and electrical equipment used in the construction, alteration and repair of buildings, structures, bridges, street and highway work, tunnels, subways, shafts, dams, river and harbor work, airports, mines, all present and future electrical raceways for electrical conductors, wires and cables and such other work as by

custom has been performed by members of the IBEW when determined to be within the Inside branch in accordance with the third paragraph of the Section.

All electrical work as defined in the preceding paragraph and all equipment, tools, supports, materials and temporary light and power work used to accomplish such electrical work shall be performed by workers covered by this Agreement.

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 2.04. BETTER TERMS AND CONDITIONS. The Union agrees that if during the life of this Agreement it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

Section 2.05. EMPLOYER QUALIFICATIONS. Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, a suitable financial status to meet payroll requirements and to meet compensation requirements for injured workers and other insurance or protective requirements, and employing not fewer than one journeyman wireman continuously.

Section 2.06. EMPLOYEE CONTRACTING. Employees covered by this Agreement shall not contract for any electrical work, except on behalf of their Employer.

Section 2.07. WORKMEN'S COMPENSATION. Each Employer shall carry workmen's compensation liability insurance as may be required by the laws of the District of Columbia, Maryland, Virginia, West Virginia and any other state in which such Employer performs work. Such insurance shall be obtained from a company authorized to do business in the state in which work is performed, and each Employer shall furnish certification of its coverage to the Union. Failure to comply with any portion of this Section shall be considered a breach of the whole Agreement between the Employer and the Union.

Section 2.08. MEDICAL ATTENTION. An employee injured while on the job shall be allowed sufficient time to obtain medical attention and shall be paid for time spent obtaining such attention, such pay not to exceed two (2) hours.

Section 2.09. JOB ACCIDENT REPORTS. Employees covered by this Agreement shall report all job accidents the same day they occur to the job foreman or, when there is no foreman on the job, to the Employer. The job foreman or, when there is no foreman on the job, the Employer

shall send without delay a written report or copy of the accident report to the Employer's office and to the Local Union office when formally requested by the Business Manager or President of the Union.

Section 2.10. JOINT SAFETY RULES COMMITTEE. The Employer and the Union shall each designate five (5) representatives to the Joint Safety Rules Committee who shall serve until their successors are appointed. The Committee shall meet not less often than once each year to review the OSHA Safety Standards and consider the application of these safety standards within the geographical area of this Agreement.

Section 2.11. EMPLOYER TELEPHONE. An Employer shall maintain a place of business with a business telephone.

Section 2.12. WORK FORMS. The Employer shall submit to the Union office a work form for all jobs covered by this Agreement that will take more than one week to complete. This form, furnished by the Union, shall be a postcard form and shall contain the following information: (1) location of the job, (2) class of work--such as new, remodel, etc.--and, (3) approximate starting date.

Section 2.13. TERMINATION SLIPS. The Local Union shall furnish to the Employer Termination Slips which shall state the reason for termination. One copy shall be given to the Employee, one copy mailed to the Business Manager's office, one copy retained by the Employer, and one copy sent to the NECA Chapter office. The Termination Slip shall be signed by the job foreman or, when there is no foreman on the job, by the superintendent or other management representative of the Employer. If the Employee is not considered eligible for rehire, the completed termination slip will indicate that such ineligibility is for six months, for one year, or forever. A \$20.00 payment shall be due an employee who does not receive a termination slip and his final pay at time of termination (lay-offs only).

Section 2.14. NOTICE OF VACANCIES. The Employer shall notify the Business Manager of the Union of all vacancies.

Section 2.15. MANAGEMENT'S RIGHTS. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining Agreement in planning, directing, and controlling the operation of all his work, in deciding the number and kind of Employees to properly perform the work, in hiring and laying off Employees, in transferring Employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring 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.

Section 2.16. LENDING OUT. Employers shall not loan their employees to another Employer.

Section 2.17. DUES CHECK-OFF. The Employer agrees to deduct and forward to the Financial Secretary of the Local Union--upon receipt of a voluntary written authorization--the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 2.18. TRAVELING EMPLOYER. An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.19. UNION AS EXCLUSIVE REPRESENTATIVE. The Employer recognizes the Union as the exclusive representative of all its Employees performing work within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2.20. UNION SECURITY CLAUSE. All Employees covered by the terms of this Agreement shall be required to become and remain members in good standing of this Union as a condition of employment from and after the thirty-first day following the date of their employment or the effective date of this Agreement, whichever is later. This provision is not applicable where prohibited by law.

Section 2.21. CREDIT UNION DEDUCTION. Each Employer shall participate in a Local 26 Credit Union deduction plan for any Employee who provides the Employer with proper authorization. The Employer is not obligated to initiate more than one such arrangement for any Employee within any 12-month period.

Section 2.22. STEWARDS CLAUSE. The Union has the right to appoint Stewards at any shop and/or job where workers are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. The primary function and job of any worker appointed Steward shall be that of a Journeyman Wireman. The Stewards shall be allowed reasonable time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at any such shop or job. No Steward shall be

discriminated against by any Employer because of his faithful performance of duties as a Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union.

Section 2.23. VOLUNTARY COPE CONTRIBUTION. The Employer agrees to deduct the amount of \$.05 per hour for each hour worked from the wages of those employees who voluntarily authorize such deductions. These contributions will be used to fund the Local 26 Political Action Committee. These transmittals shall occur monthly, and shall be accompanied by a list of names of those for whom such deductions have been made and the amount deducted for each employee included in the benefit reporting form.

Section 2.24. FOREMAN CALL-BY-NAME. The Employer shall have the right to call Foremen by name provided:

- (1) The Employee had not quit his previous Employer within the past two weeks.
- (2) The Employer shall notify the Business Manager in writing of the name of the individual who is requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman provided the name appears on the highest priority group.
- (3) When an Employee is called as a Foreman, he must remain as a Foreman for 80 hours or must receive a reduction in force.

Section 2.25. REFERRAL SLIP. All applicants for employment as wiremen shall present to the prospective Employer a referral slip, photo copies of the applicant's current journeyman's licenses, and copies of documents sufficient to establish the individual's eligibility for employment under the Immigration Reform Act.

Section 2.26. EMPLOYER'S LAY-OFF RIGHTS. When laying off employees under

Section 3.2 Dabove: ??

(a) The Employer shall have total discretion over who is laid off and who is not within each category in Section 3.2(a).

(b) The Employer may retain an employee who has special skills such as high voltage cable splicing, welding, CDL, or other recognized industry certifications as long as such skills are required on that job and not possessed by an employee in a higher GROUP.

(c) The Employer need not lay off an employee who possesses a valid journeyman's license issued from a governmental authority from within the jurisdiction of this Agreement rather than any other employee who does not possess such a license, regardless of the employee's GROUP.

ARTICLE III

REFERRAL PROCEDURE

Section 3.01. GENERAL. 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 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 3.02. SOURCE OF APPLICANTS. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 3.03. REJECTION OF APPLICANTS. The Employer shall have the right to reject any applicant for employment.

Section 3.04. NON-DISCRIMINATION CLAUSE. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 3.05. REGISTER OF APPLICANTS. The 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.

JOURNEYMAN WIREMAN - JOURNEYMAN TECHNICIAN

- | | |
|----------|--|
| GROUP I | All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee <u>and</u> who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement. |
| GROUP II | All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside |

Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

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

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

Section 3.06. REFERRAL PROCEDURE EXCEPTION. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 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 3.07. TEMPORARY EMPLOYEES. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 3.08. NORMAL CONSTRUCTION LABOR MARKET. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

District of Columbia

Maryland Calvert, Charles, Montgomery, Prince George's, and St. Mary's Counties

Virginia Arlington, *Augusta, *Clarke, *Culpeper, Fairfax, Fauquier (east of Warrenton), *Fauquier, *Frederick, *Highland, King George, Loudoun, *Madison, *Page, Prince William, *Rappahannock, *Rockingham, *Shenandoah, Stafford, *Warren, and Westmoreland Counties, the City of Alexandria, and the City of Fredericksburg (in Spotsylvania County), and the Townships of *Center, *Marshall, and *Scott

West Virginia *Hardy, *Jefferson, and *Pendleton Counties

(NOTE: "*" indicates Shenandoah Zone)

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which the Agreement applies.

Section 3.09. RESIDENT. "Resident" means a person who has maintained his permanent home in the above geographical area 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 3.10. EXAMINATIONS. An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 3.11. OUT OF WORK LIST. The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 3.12. RE-REGISTRATION. An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored his appropriate place within his Group.

Section 3.13. REFERRAL ORDER. 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, 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 3.14. REFERRAL ORDER EXCEPTION. 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.

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

Section 3.15. APPEALS COMMITTEE. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 3.16. FUNCTION OF APPEALS COMMITTEE. It shall be the function of the Appeals Committee to consider any complaint of any Employee or applicant for employment arising out of the administration by the Local Union of Sections 3.04 through 3.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decision shall be in accord with this Agreement.

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

Section 3.17. INSPECTION OF REFERRAL PROCEDURE. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 3.18. REFERRAL PROCEDURE POSTING. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 3.19. TRANSFERRING AND HIRING OF APPRENTICES. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

Section 3.20. REVERSE LAY-OFF PROCEDURE. When making reductions in the number of employees due to lack of work, Employers shall use the following procedures:

(a) Temporary employees, if any are employed, shall be laid off first. Then employees in GROUP IV shall be laid off next, if any are employed in this GROUP. Next to be laid off are employees in GROUP III, if any are employed in this GROUP, then those in GROUP II, and then those in GROUP I.

(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 3.14 (a) is required.

(c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate GROUP in paragraph (a) above.

ARTICLE IV

WORKING CONDITIONS - HOURS

Section 4.01. EMPLOYEE PROCEDURE. It is agreed that all electrical equipment and materials furnished by the electrical contractor shall be handled from the point of delivery on the job site and shall be installed by Employees covered by this Agreement.

Section 4.02. QUALITY OF WORK. Workers shall install electrical work in the District of Columbia in full accord with rules and regulations of the District of Columbia Electrical Department within its jurisdiction. All work installed outside the District shall be in full accord with the rules and regulations of the National Electrical Code or any department or other entity having jurisdiction. All work shall be installed in accordance with contract specifications and in a safe and workmanlike manner. Any violation of this Section shall be referred to the Labor-Management Committee.

Section 4.03. FAULTY WORKMANSHIP. If any work must be removed because of carelessness or faulty workmanship by a journeyman, the journeyman shall be required to make such corrections for which he or she is responsible on his or her own time and during regular working hours--provided, however, that representatives of the Labor-Management Committee have first made a finding that the work was deficient, and that errors were not made upon instruction of the Employer or the Employer's representative.

Section 4.04. FOREMAN AUTHORITY. On jobs having a foreman, workers are not to take directions or accept the layout of any job from anyone except the foreman or subforeman on the job or other management representative of the Employer in charge of the project.

Section 4.05. SUPERINTENDENTS. On jobs where there is a General Foreman, the superintendent or other management representative will direct work only through the General Foreman.

Section 4.06. AGE RATIO. On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty-five (55) years of age or older.

Section 4.07. PERSONAL VEHICLES. Workers shall not use personal vehicles for the transporting of material or Employer's tools.

Section 4.08. TRANSFER TIME. When a worker is to report to a new job for the next day's work, he shall be notified at least one-half (½) hour prior to quitting time the previous day and allowed sufficient time to gather his personal tools and equipment.

Section 4.09. OVERTIME DISTRIBUTION. No worker shall be sent from one job to work on an overtime job unless all workers on such overtime job are employed. Superintendents and/or job foremen shall make equitable distribution of any overtime among all workers on any job or building.

Section 4.10. SAFETY MEASURE. On all energized circuits or equipment operating at 277 volts or more and/or on any energized circuits rated 1000 amperes or more, as a safety measure two (2) or more journeyman wiremen must work together. They shall be supplied with proper tools and protective equipment for such work.

Section 4.11. MACHINERY. There shall be no restriction in the use of machinery, equipment or power-driven tools. All such power-driven tools shall be supplied by the contractor.

Section 4.12. FABRICATION AND ASSEMBLY. Any pipe, wire, service or fixture assembly or other material necessary for the job including hangers and brackets not bent, fabricated or assembled on the job shall be cut, bent or fabricated by Employees covered by this Agreement. The above does not apply to factory-made catalog items.

Section 4.13. COVERAGE OF AGREEMENT.

(a) TEMPORARY FACILITIES. Where temporary lighting, heat and/or power is used on construction projects, the maintenance thereof is recognized as falling under the jurisdiction of the Union and is subject to the terms of this Agreement.

(b) PERMANENT FACILITIES. Any heating and/or stationary or automatic heating boiler which is wired permanently through the permanent service equipment main panel board and protective devices shall require no maintenance.

Section 4.14. EMPLOYEE STORAGE. Where other trades are employed on a job, the Employer shall provide suitable storage for Employees' tools. If Employees' tools are lost due to theft or fire outside of working hours, the Employer will replace the lost tools (or reimburse the Employee) within 30 days after notification of the loss if both parties have previously verified which tools were on the job site, and if the tools were stored in a secure area designated by the Employer. If the Employer's insurance carrier covers loss by fire during working hours and if verification has taken place, the Employer shall reimburse the Employee for his/her tools.

It is understood that it may not be possible to provide secure storage on certain job sites. If the Employer does not store his tools on the job site, the Employer shall not be responsible for Employee's tools. In such instances, Employees must assume responsibility for storage of tools.

Section 4.15. HOURS.

(a) WORK DAY. Eight (8) hours' work between 6:00 a.m. and 6:00 p.m., Monday through Friday inclusive, shall constitute a normal work day except as stated in Section 5.02(a). Thirty (30) minutes shall be provided for a lunch period.

The Employer, with twenty-four (24) hours' prior notice to the Union, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 6:00 a.m. and 6:00 p.m., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day and, if utilized, a minimum of eight (8) hours must be scheduled. After ten (10) hours in a work day, or forty (40) hours in a work week, overtime shall be paid at a rate of one and one-half times (1-1/2x) the regular rate of pay. When four ten-hour days are worked, neither Saturdays, Sundays, or holidays specified in this Agreement shall be utilized as make-up days.

(b) REPORTING TIME. Workers shall report at any shop or job in the jurisdiction of this Union at the regular starting time and shall remain at work during the regular work hours, unless otherwise instructed by the Employer.

(c) EXCESS UNEMPLOYMENT. When unemployment of workers normally covered under this Agreement becomes excessive, the Labor-Management Committee may meet to consider temporarily amending Section 4.15(a) Work Day.

Section 4.16. CABLE SPLICING. On high voltage cable splicing jobs of such size that the splicer requires the assistance of a second worker, that worker shall be a journeyman wireman trained in cable splicing by the Joint Apprenticeship and Training Committee.

Section 4.17. SAFETY EQUIPMENT. Employees shall accept direction from the Employer in the use of safety goggles and other safety equipment. Employees shall wear footwear appropriated for construction work, as determined and directed by the Employer.

Section 4.18. RECALL. (a) Provided an employee has worked for a contractor for at least the previous six (6) months, the Employer shall have the right to recall the employee up to thirty (30) calendar days after termination from the company.

Section 4.19. JOB SITE CONDITIONS. The Employer shall insure that on all job sites safe, cooled drinking water is provided at all times, and that supplies to clean and wipe hands in a sanitary manner are provided.

ARTICLE V

WAGES

Section 5.01. BASIC WAGE RATES.

(a) JOURNEYMAN WIREMEN WORKING IN THE METROPOLITAN ZONE.

The following basic wage rates shall be effective for Journeymen Wiremen working normal hours:

<u>EFFECTIVE DATES</u>	<u>HOURLY RATE</u>
June 2, 2003	\$28.75
Nov. 3, 2003	\$29.15
June 7, 2004	\$29.55
Nov. 1, 2004	\$29.85
June 6, 2005	\$30.15
Nov. 7, 2005	\$30.45

(b) JOURNEYMAN WIREMEN WORKING IN THE SHENANDOAH ZONE.

The following basic wage rates shall be effective for Journeyman Wiremen working in: Augusta, Clarke, Culpeper, Fauquier (Townships of Center, Marshall, and Scott), Frederick, Highland, Madison, Page, Rappahannock, Rockingham, Shenandoah, and Warren Counties in the Commonwealth of Virginia; and Hardy, Jefferson, and Pendleton Counties in the State of West Virginia.

<u>EFFECTIVE DATES</u>	<u>HOURLY RATE</u>
June 2, 2003	\$20.66
Nov. 3, 2003	\$20.88
June 7, 2004	\$21.06
Nov. 1, 2004	\$21.31
June 6, 2005	\$21.51
Nov. 7, 2005	\$21.71

(c) APPRENTICES. The basic rate of wages for apprentices shall be the following percentages of the journeyman rate:

<u>Periods</u>	<u>OJT Hours</u>	<u>Related Training</u>	
1	0-1000	Satisfactory Progress	40%
2	1000-2000	1st Yr. School Completed	45%
3	2000-3500	2nd Yr. School Completed	50%
4	3500-5000	3rd Yr. School Completed	60%
5	5000-6500	4th Yr. School Completed	70%
6	6500-8000	5th Yr. School Completed	80%

Section 5.02. OVERTIME AND SHIFT WORK.

(a) GENERAL. All work performed outside the regular scheduled hours, Monday through Friday and all day Saturday, shall be paid for at one-and-one-half times the regular straight time rate of pay--except two (2) times the regular straight time rate of pay shall be paid for hours worked in excess of sixty hours in an Employer's work week, for employees who work all regularly scheduled hours in a five 8-hour day or four 10-hour day, forty hour work week. All work performed on Sundays and unpaid holidays shall be paid at double the straight time rate of pay.

The employee must work forty (40) hours at the regular standard rate of pay, Monday through Friday, in order to qualify for the overtime rates Monday through Saturday. This forty (40) hour requirement shall not apply if the employee is available to work during the standard workday but is not assigned such work by the Employer. Saturday hours may be used to complete the forty (40) hours, at the option of the employee, subject to the Employer's determination of availability. The employee will not be penalized for time off for the following circumstances: prior notification to the Employer (before the end of the shift of the day prior to the day missed); death in the immediate family (spouse, mother, father, daughter, son, brother and sister); disabling job injury; major illness; vacation time; or a holiday recognized in the Agreement. These exceptions shall also apply on a pre-established work schedule of four (4) days at ten (10) hours. Serious, unforeseen circumstances will be dealt with on a case-by-case basis.

The recognized holidays within this agreement shall be New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. These holidays shall be observed on the same days as holidays by the Federal Government for all Federal Employees. Paid holidays are applicable for Journeymen and Apprentices period 2 through 6 who qualify. All hours worked on paid holidays shall be paid at double time and one-half the base rate of pay.

Paid holidays effective June 2003 through May 31, 2004 are: Labor Day, Christmas Day and Martin Luther King, Jr.'s Birthday.

Effective November 1st 2004, Journeymen must provide a copy of a current District of Columbia Journeyman's license to the Employer prior to the given holiday to be eligible for paid holidays. Apprentices must provide a copy of a current District of Columbia Apprentice license to the Employer prior to the given holiday to be eligible for paid holidays.

Paid holidays effective June 2004 through May 31, 2005 are: Thanksgiving Day, the day after Thanksgiving Day, and New Year's Day plus the previous three holidays.

Paid holidays effective June 2005 through May 31, 2006 are: Veterans' Day, Memorial Day and the Fourth of July plus the previous six holidays.

An employee must work for an Employer two weeks prior and the week following the holiday in order to qualify for a paid holiday. The employees must work the forty (40) hours at the straight time rate of pay, Monday through Friday, in order to qualify for the paid holiday. The forty (40) hour requirement shall not apply if the employee is available to work during the standard workday but is not assigned such work by the Employer. If the employee does not meet the above requirements, the Employer can deduct that holiday pay from the next regular scheduled paycheck. The holiday will be paid in the payroll period in which the holiday falls. On jobs where the normal work week is scheduled 5-8's, holiday pay shall be 8 hours of direct wages. On jobs where the normal work week is scheduled 4-10's, holiday pay shall be 10 hours of direct wages. No fringes are paid on the holiday unless hours are worked.

The employee will not be penalized for time off for the following circumstances: prior notification to the Employer (before the end of the shift of the day prior to the day missed); death in the immediate family (spouse, mother, father, daughter, son, brother and sister); disabling job injury; major illness or scheduled time off. Serious, unforeseen circumstances will be dealt with on a case-by-case basis.

If an employee meets the above-referenced requirements and an Employer lays an employee off during the two weeks prior to the holiday, the employee is entitled to the paid holiday. If an employee is hired and had previously been unemployed prior to the two weeks preceding the holiday, the Employer shall pay the employee for that holiday. If an employee is fired for just cause, the Employer does not have to pay the employee for the holiday.

(b) UPKEEP AND TEMPORARY WORK. On construction projects requiring operation and upkeep of work previously installed, such work shall be paid at the basic rate of wages. However, any work performed in excess of eight (8) hours in any day or forty (40) hours in any work week shall be paid as provided in Subsection (a) above, unless such work is to be performed under Subsection (d) of this Section.

(c) MAINTENANCE AND JOBBING TRUCK WORK. Maintenance and Jobbing Truck Work shall be defined as repairing, servicing and maintaining of existing electrical facilities and shall be within the size and scope of a Jobbing Truck normally requiring two (2) workers to

perform the work prescribed. The Basic Wage Rate shall be as set forth in Section 5.01 of this Article. The hours of work shall be as set forth in Article IV, Section 4.15. Any work performed outside of the hours as stated in Article IV, Section 4.15 shall be paid at the rate of one and one-half (1-1/2) except on Sundays and holidays or days observed as such, which shall be paid at the rate of Double Time. All Temperature Control Work involving new installation shall be excluded from this Subsection and shall be governed by Subsection (a) of this Section.

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

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

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workers on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half hours' work.

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

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

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

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

(e) FOUR-TEN WORK WEEK AT SHIFT RATES. A work week of four, ten-hour days may be worked Monday through Thursday at the shift rates, such that workers on the swing shift shall receive ten hours' pay at the regular hourly rate plus ten percent (10%) for nine and one-half hours worked, and workers on the graveyard shift shall receive ten hours' pay at the regular hourly rate plus fifteen percent (15%) for nine hours worked.

When shift work is performed under this Section, work will begin on the half hour, and shall be limited to a day shift and one night shift.

(f) NONUNIFORM SHIFT. Shift work may be performed at times other than those specified in Section 5.02(d) and 5.02(e). Under such circumstances, the starting times of the shifts

in 5.02(d) and 5.02(e) nearest to the starting time of the actual work shall determine the rate of pay and the number of hours worked for eight hours' pay as referenced in Section 5.02(d) and 5.02(e).

Section 5.03. JOURNEYMAN IN SUPERVISORY CAPACITY.

(a) APPOINTMENT OF FOREMAN. When four (4) or more workers are employed on any job, one journeyman shall be appointed foreman over the job. The journeyman shall be appointed to only one job.

(b) JOURNEYMAN PAYMENTS. Journeymen in direct charge of work or supervising and directing work as described below shall be paid as follows:

- | | |
|-------------|---|
| Foreman I | On job sites where there are only 3-5 workers in total to be supervised, a Foreman shall be paid \$1.00 per hour in excess of Journeyman's rate of pay. |
| Foreman II | A Journeyman supervising 3 to 8 workers shall be paid \$2.00 per hour in excess of the Journeyman's rate of pay. |
| Foreman III | A Journeyman supervising 9 to 12 workers shall be paid \$3.00 per hour in excess of the Journeyman's rate of pay. |
| Foreman IV | A Journeyman supervising 13 to 24 workers shall be paid \$4.00 per hour in excess of the Journeyman's rate of pay. |
| Foreman V | A Journeyman supervising 25 or more workers shall be paid \$4.50 in excess of the Journeyman's rate of pay. |

Section 5.04. HAZARDOUS WORK. When working off swinging scaffolds or boatswains chairs, or on radio towers and stacks, where the distance to the ground or substantial structure exceeds forty (40) feet, workers shall be paid \$2.00 per hour above the minimum hourly rate as stated in this Agreement.

Section 5.05. TRAVELING TIME. No traveling time shall be paid to workers for traveling to or from any job in the jurisdiction of the Union when workers are ordered to report to the job. The Employer shall pay full expenses, including traveling time, on all jobs outside the jurisdiction of the Union.

Section 5.06. TRANSFERS. When Employees are told to report at the shop and are sent to a job or when they are transferred from one job to another during the working day, they shall be provided with transportation, or in lieu thereof, they shall be paid \$5.00 to cover the expenses of transporting their personal tools. The use of an Employee's personal vehicle for transporting tools

shall not be deemed a condition of employment. This Section applies only if Employees are required to transfer more than once in any 8-hour period.

Section 5.07. PAYDAY.

(a) REGULAR PAYDAY. Wages shall be paid weekly in cash or by a check, drawn on a bank or financial institution operating within the jurisdiction of this Agreement, no more than five (5) calendar days after the end of the Employer's payroll period. If the Employer elects to use a delivery service, the delivery date of the paycheck to the Employee shall not be later than the contractor's designated payday. In accordance with applicable law, the Employer may pay employees by way of direct deposit of wages on a weekly basis to the bank or financial institution of the Employee's choice, in which case, pay stubs will be provided to employees within the referenced 5-day period. If an Employee does not have an account at a bank or other financial institution within the jurisdiction of this Agreement, the Employee shall be entitled to receive payment by check in accordance with the timing requirements set forth above. The optional manner of payment, once adopted by the Employer, may not be changed except upon advance notification to the Employees and the Union.

(b) DISCHARGED EMPLOYEES. Any Employee who voluntarily quits may be paid on the next regularly scheduled payday. Any Employee laid off or discharged shall be paid his wages immediately, unless the reason for discharge is of such an extreme reason that the Employee's continued presence and payment are unreasonable.

(c) DISHONORED PAYMENTS. Wage checks which are not honored when presented for payment shall be paid by the Employer no later than 11:00 a.m. the day following notification of non-payment. Payments shall be made in cash or certified check at the job site of the Employee(s) affected, except that payment of terminated Employees shall be at the Local Union office. In addition to payment of the dishonored check, the Employer shall compensate fully each Employee for the amount of any verified bank charges stemming from the specific dishonored payment.

Section 5.08. WITHHOLDING STATE INCOME TAX. The Employer agrees to withhold state income tax for the District of Columbia, Virginia, West Virginia (effective January 1, 2004) and Maryland, where applicable, for all workers employed under this Agreement and report and pay same to the proper state agencies.

Section 5.09. BENEFIT FUNDS. In addition to paying wages directly to the Employees, the Employer shall pay to the Trust Funds established in Articles VI, VIII, IX, X, XI, XII, XVIII, and XIX contributions as established therein.

Section 5.10. WELDING. A Journeyman Wireman performing welding shall be paid \$.50 per hour in addition to the minimum hourly rates as stated in this Agreement for the entire work period during which the Journeyman Wireman performs welding. Proper welding equipment shall

be furnished by the Employer.

ARTICLE VI

NATIONAL EMPLOYEES BENEFIT AGREEMENT

Section 6.01. EMPLOYER PAYMENTS. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

ARTICLE VII

APPRENTICESHIP AND TRAINING

Section 7.01. JOINT APPRENTICESHIP AND TRAINING COMMITTEE. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of

Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

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

Section 7.02. JATC TERM. All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

Section 7.03. JATC STANDARDS AND POLICIES. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article One of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 7.04. LOCAL APPRENTICESHIP AND TRAINING TRUST. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

Section 7.05. TRAINING DIRECTOR. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 7.06. JATC AUTHORITY. To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 7.07. APPRENTICE STANDARDS AND SELECTION PROCEDURES. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

Section 7.08. INDENTURE LIMITATION. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one apprentice to three Journeyman Wiremen normally employed under a collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as a result of direct entry through organizing, as provided for in the registered apprenticeship standards.

Section 7.09. REQUESTS FOR APPRENTICES. Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and if the JATC has fewer indentured apprentices than permitted by its allowable ratio, they shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 7.10. UNINDENTURED WORKERS. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites. Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer, agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject

to replacement by indentured apprentices and that they are not to work on wage-and-hour (prevailing wage) job sites.

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

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

Section 7.11. BENEFIT CONTRIBUTIONS. The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentureds. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 7.12. APPRENTICE RATIO. Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

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

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

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

Section 7.13. APPRENTICE SUPERVISION. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

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

Section 7.14. APPRENTICE GRADUATION. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this agreement.

Section 7.15. CONFORMATION TO APPLICABLE REGULATIONS. The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

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

Section 7.16. JATTF CONTRIBUTION. All Employers subject to the terms of this Agreement, shall contribute the amount of funds specified by the parties signatory to the Local Apprenticeship and Training Trust Agreement. The current rate of contribution is \$.32 per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the restated Employees Benefit Agreement and Trust.

The Joint Apprentice and Training Trust Fund contribution will increase to \$.37 effective June 7, 2004.

The Joint Apprentice and Training Trust Fund contribution will increase to \$.40 effective June 6, 2005.

ARTICLE VIII

ELECTRICAL WELFARE TRUST FUND

Section 8.01. CONTRIBUTIONS TO WELFARE TRUST FUND. The individual Employer shall contribute and forward monthly to the Electrical Welfare Trust Fund an amount equal to:

Amount	Effective Date
\$3.15	06/02/03
\$3.45	11/03/03
\$3.85	06/07/04
\$4.15	11/01/04
\$4.45	06/06/05
\$4.75	11/07/05

per hour for each hour worked, and shift hours paid in accordance with Section 5.02(d), which the Employer is obligated to pay on behalf of Employees in this bargaining unit, and it shall forward a completed payroll report as prescribed by the Trustees of said Fund. The payment and payroll report shall be mailed, postage prepaid, so as to reach the Trustees or their designated agent not later than thirty calendar days following the end of each calendar month. Sanctions and enforcement provisions for failure to remit payments to this Fund are set forth in Article XIII of this Agreement and/or in the Trust Fund Agreement and/or in the Benefit Funds Agreement.

It is the intention of the parties that five cents (\$.05) of the benefit contribution shall be used to purchase work-related accident insurance.

ARTICLE IX

PENSION TRUST FUND

Section 9.01. CONTRIBUTIONS TO PENSION TRUST FUND. The individual Employer shall contribute and forward monthly to the Electrical Workers No. 26 Pension Fund an amount equal to one dollar seventy-five cents (\$1.75) per hour for each hour worked, and shift hours paid in accordance with Section 5.02(d), on behalf of each Journeyman Wireman, and an amount equal to twenty cents (\$.20) per hour for each hour worked, on behalf of each Apprentice, which the Employer is obligated to pay on behalf of Employees in this bargaining unit, excluding first year apprentices and excluding unindentureds, and it shall forward a completed payroll report as prescribed by the Trustees of said Fund. The payment and payroll report shall be mailed, postage prepaid, so as to reach the Trustees or their designated agent not later than thirty calendar days following the end of each calendar month. Sanctions and enforcement provisions for failure to remit payments to this Fund are set forth in Article XIII of this Agreement and/or in the Benefit Funds Agreement.

Pension contribution will increase as follows:

Effective Date	New Hourly Rate
11/04/02	\$1.75
11/03/03	\$1.85
11/07/05	\$2.00

ARTICLE X

JOINT APPRENTICESHIP AND TRAINING TRUST FUND

Section 10.01. CONTRIBUTIONS TO JATTF. The individual Employer shall contribute and forward monthly to the Joint Apprenticeship and Training Trust Fund an amount equal to thirty-two cents (\$.32) per hour for each hour worked, and shift hours paid in accordance with Section 5.02(d), which the Employer is obligated to pay on behalf of Employees in this bargaining unit, excluding first year apprentices and unindentureds, and it shall forward a completed payroll report as prescribed by the Trustees of said Fund. The payment and payroll report shall be mailed, postage prepaid, so as to reach the Trustees or their designated agent not later than thirty calendar days following the end of each calendar month. Sanctions and enforcement provisions for failure to remit payments to this Fund are set forth in Article XIII of this Agreement and/or in the Trust Fund Agreement and/or in the Benefit Funds Agreement.

The Joint Apprentice and Training Trust Fund contribution will increase to \$.37 effective June 7, 2004.

The Joint Apprentice and Training Trust Fund contribution will increase to \$.40 effective June 6, 2005.

ARTICLE XI

INDUSTRY FUND

Section 11.01. CONTRIBUTIONS TO INDUSTRY FUND. 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 exclusion:

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

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

Productive 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.

ARTICLE XII

ANNUITY FUND

Section 12.01. CONTRIBUTIONS TO INDIVIDUAL ACCOUNT FUND. The individual Employer shall contribute and forward monthly to the Electrical Workers Local No. 26 Individual Account Fund the following amounts, which the Employer is obligated to pay on behalf of specified Employees in this bargaining unit per hour for each hour worked, and shift hours paid in accordance with Section 5.02(d):

Journeyman Wireman	\$2.95
Apprentice	\$.90

The Journeyman Wireman contribution rate shall increase by \$.05 to \$3.00 per hour and the Apprentice contribution rate shall increase by \$.05 to \$.95 per hour on June 2, 2003.

The Journeyman Wireman contribution rate shall increase by \$.10 to \$3.10 per hour on June 7, 2004.

The Journeyman Wireman contribution rate shall increase by \$.10 to \$3.20 per hour on November 1, 2004.

No contribution will be made on behalf of first year apprentices, nor on behalf of unindentureds.

All contributions will be paid only at the straight-time rate for all hours worked by participating employees in the bargaining unit.

The Employer shall forward a completed payroll report as prescribed by the Trustees of said Fund. The payment and payroll report shall be mailed, postage prepaid, so as to reach the Trustees or their designated agent not later than thirty calendar days following the end of each calendar month. Sanctions and enforcement provisions for failure to remit payments to this Fund are set forth in Article XIII of this Agreement and/or in the Trust Fund Agreement and/or in the Benefit Funds Agreement.

ARTICLE XIII

FAILURE TO MAKE BENEFIT PAYMENTS

Section 13.01. FAILURE. Welfare, Pension, Apprenticeship and Training, Industry, NLMCF, LMCF, Annuity, and NEBF benefit payments are to be made on a monthly basis and payable not later than thirty (30) days after the end of the month for which accrued as provided in Articles VI, VIII, IX, X, XI and XII, XVIII, and XIX. 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 Funds as described above.

Section 13.02. REQUIREMENT OF BOND.

(a) Any Employer who fails to meet the requirements of the first sentence of Section 13.01 may be required by the Trustees of each fund referenced in Section 13.01, to provide surety bonds of the type and in the amount specified by the Trustees.

The maximum amount of each Fund's individual bond shall be \$30,000; on an aggregate basis, the maximum amount of the Funds' bonding shall be \$150,000. The Trustees may refuse to accept the bonds if the Trustees have reason to doubt that such bonds provide an acceptable level of security to the Funds.

The Trustees are empowered to refuse to accept contributions from Employers who fail to provide such bonds. The Trustees are empowered to award benefits to participants based solely upon receipt of contributions called for in this Agreement.

(b) Employers who employ employees after the effective date of this Agreement (who have not performed work in the jurisdiction for the preceding 12 months) shall furnish a surety bond or certified check in the amount of \$50,000.00 to secure payment of all direct wages required by this Agreement. The bond or certified check shall provide that it may not be terminated without fifteen (15) days' prior written notice to the Employer and the Local Union.

Section 13.03. RECOVERY OF FEES. If, as a result of violations of Articles VI, VIII, IX, X, XI, XII, XVIII, or XIX it is necessary for the Union and/or the Trustees of the Joint Trust Funds

to institute court action to enforce an award rendered by the Labor-Management Committee or the CIR, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from bringing the court action.

ARTICLE XIV

NOTICE

Section 14.01. METHOD. Any notice required or appropriate to be given to any party, committee, Board or Employee, in accordance with the terms of this Agreement shall be in writing and mailed first class, postage prepaid, to the party to whom notice is required to be given at its address of record or may be hand delivered to an officer or agent of the party giving notice in the manner reasonably calculated to reach the party being notified.

Section 14.02. TIME OF NOTICE. In the event notice is given by way of U.S. Mail, the time of the notice shall be deemed to be the date of deposit. In the event notice is hand delivered, notice shall be deemed to have been given at the time of delivery.

ARTICLE XV

EFFECT OF LAW

Section 15.01. NEGOTIATION OF SUBSTITUTE PROVISIONS. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

ARTICLE XVI

HEADINGS

Section 16.01. HEADINGS. All descriptive headings of Articles, Sections, Subsections contained in this Agreement are included for convenience of reference and shall not be construed as, or deemed to be, a part of this Agreement.

ARTICLE XVII

SUPPLEMENTAL AGREEMENTS

Section 17.01. SUPPLEMENTAL AGREEMENTS. There are supplemental agreements which are part of this Agreement. The Supplemental Agreement for Metro and Tunnel Work, Day Room/Referral Policy, and the Substance Abuse Program are contained in separately published documents.

DAY ROOM POLICY

The Day Room is provided for the convenience of members and applicants waiting for referral from Local 26 to an Employer. Members and applicants waiting in the Day Room are expected to be respectful of each other and of Local 26 and Employer premises and staff. Disorderly, destructive and/or violent behavior will not be tolerated. The Business Manager or his designated representative has authority over the Day Room and the discretion to dismiss from the premises any member or applicant who acts in a disruptive manner. Any member or applicant who is asked to leave the Day Room and/or Local 26 premises must comply immediately.

Any incident regarding behavior in the Day Room or on Employer premises, as a result of the referral process, may be referred to the Appeals Committee (described in Sections 3.15 and 3.16 of the Inside Wireman Agreement AND Residential CROP Agreement Section 4.15), which will be convened as necessary to address such matters. The Appeals Committee may make a determination as to continued eligibility for referral, including suspension or revocation of referral rights. A member or applicant who is suspended from referral may not return to the Local 26 referral hall or Day Room until the suspension has been fully served. The decision of the Appeals Committee will be final and binding. Nothing herein shall be construed to prevent Local 26 or individual Employers from taking any action it deems appropriate to protect the safety and welfare of its employees and individuals using the Day Room, or to protect its property.

ARTICLE XVIII

NATIONAL LABOR-MANAGEMENT COOPERATION FUND (NLMCF)

Section 18.01. NLMCF'S PURPOSES. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. 186(c)(9). The purposes of this Fund include the following:

- (1) to improve communication between representatives of labor and management;

- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) to enhance the involvement of workers in making decisions that affect their working lives; and,
- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 18.02. GOVERNING DOCUMENTS. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 18.03. NLMCC CONTRIBUTION. Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Washington, D.C. Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 18.04. NLMCC RECOVERY OF FEES. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum

equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.00) for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XIX

LOCAL LABOR-MANAGEMENT COOPERATION FUND (LLMCF)

Section 19.01. LLMCF'S PURPOSES. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. 186(c)(9). The purposes of this Fund include the following:

- (1) to improve communications between representatives of Labor and Management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (8) to enhance the involvement of workers in making decisions that affect their working lives; and,

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

Section 19.02. LLMCF GOVERNING DOCUMENTS. The Fund shall function in accordance with, and as provided in, its agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 19.03. LLMCF CONTRIBUTION. Each Employer shall contribute five cents (\$.05) per hour worked under applicable agreements up to a maximum of 150,000 hours per year. Effective June 7, 2004, the contribution rate shall increase to \$.07 per hour worked and effective June 6, 2005, the contribution rate shall increase to \$.09 per hour worked. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Washington, D.C. Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 19.04. LLMCF RECOVERY OF FEES. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.00) for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

TOOL LIST

These tools shall be on the job or available at all times.

- 1 - 6' Rule
- 1 - Pocket Knife
- 1 - 8" - 10" Adjustable End Wrench
- 1 - Center Punch
- 1 - Tap Wrench 1/4"
- 1 - Brick Chisel
- 1 - Each 3", 6", and 12" Screwdriver
- 1 - 8" Side Cutters with Insulated Handles
- 2 - Channelock Pliers or equivalent
- 1 - Adjustable Hack Saw Frame
- 1 - Heavy Hammer (about 2 lbs.)
- 1 - Claw Hammer
- 1 - 600 Volt Tester (Wiggington Type)
- 1 - Pair Diagonal Pliers
- 1 - 18" Level or Torpedo Level
- 1 - Long-nose Pliers
- 1 - 6/32 thru 10/32 Bolt Cutters
- 1 - Set Box Wrenches 1/4" to 3/4"
- 1 - Tool Box
- 1 - Hand Box
- 1 - Allen Wrenches 1/16" - 5/8"
- 1 - Plumb Bob
- 1 - Flashlight - Complete
- 1 - Rawl Drill Handle
- 1 - Combination Square
- 1 - Phillips Screwdriver, 1-1/2", 6" and 10"
- 1 - Awl
- 1 - Fuse Puller
- 1 - Hard Hat (employee shall use Company hard hat if furnished by Company)

All foremen shall also have: 1 - 50' Steel Tape and
1 - Current Code Book (NEC)

In case of fire or theft, the employer is responsible for replacement when all of the following conditions are present:

1. Both parties have previously verified which tools are on the job site. At his option, the employer may assume responsibility for tools not on this list.
2. The tools were stored in a secure area designated by the employer. It is understood that it may not be possible to provide secure storage on certain jobsites.
3. The loss occurs outside of the normal workday.