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1,300 workers

26 pp.

AGREEMENT

AGREEMENT by and between the Baltimore Division, Maryland Chapter, National Electrical Contractors Association, Inc. and the Local Union No. 24, IBEW.

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 Baltimore Division, Maryland Chapter, National Electrical Contractors Association, Inc., and the term "Union" shall mean Local Union No. 24, IBEW.

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

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in the 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**

Sec. 1.01 This Agreement shall take effective March 31, 2002, and shall remain in effect until May 31, 2005, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1st through May 31st of each year, unless changed or terminated in the way later provided herein.

Sec. 1.02 (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 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 may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than 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 a 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.

Sec. 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 for approval, the same as this Agreement.

Sec. 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.

Sec. 1.05 There shall be a Labor-Management Committee of three representing the Union and three 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.

Sec. 1.06 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.

Sec. 1.07 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, 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.

Sec. 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.

Sec. 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

Sec 2.01 The term "Employer" means: A person, firm or corporation duly licensed as a Master Electrician by the applicable licensing authority and engaged in electrical construction work, maintaining a permanent place of business, maintaining a suitable financial status to meet promptly all payroll requirements meeting compensation requirements for injured workmen and other insurance and protective requirements, and employing not less than one Journeyman. Each employer shall maintain a permanent place of business, with a business telephone, open to the public during normal business hours.

Sec. 2.02 (a) 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.

(b) The Employer shall have the right to call Foreman by name provided:

1. The employee has 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 to be 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 1,000 hours or must receive a reduction in force.

(c) An employer shall be allowed to recall for employment an employee that the employer laid off for up to thirty (30) days from the date of that layoff, regardless of that employee's position on the out-of-work list. Journeymen shall be eligible for recall in reverse order of layoff. If the recall procedure is initiated, then all laid off employees shall be recalled, if available, before going to the out-of-work list.

Sec 2.03 For all employees covered by this Agreement the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this State, Social Security, and such other protective insurance as may be required by the laws of this State, and shall furnish satisfactory proof of such to the Union; he also shall make contributions to the Maryland Unemployment Compensation Commission. No workman shall take a physical examination for any insurance under Workmen's Compensation.

Sec. 2.04 (a) Bonding - Each Employer shall furnish a surety bond or certified check in the amount of \$25,000.00 to secure payment of all amounts 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.

(b) For Bonding requirements in regard to fringe benefit funds see Article VI, Section 6.06.

Sec 2.05 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 concession.

Sec. 2.06 No member of the IBEW, while he remains a member of the IBEW and subject to employment by Employers operating under this Agreement, shall himself become a contractor or perform any electrical work outside the terms of this Agreement or hold himself out to the Public as a contractor by obtaining permits or otherwise utilizing any licenses held.

Sec. 2.07 The Union reserves the right to discipline its members for violations of its laws, rules and agreements.

Sec. 2.08 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 Union'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 Sec. 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 recession by the Council on Industrial Relations.

Sec. 2.09 No individual connected with an Employer as an owner, manager, superintendent, or partner shall perform any manual electrical work, *unless* the individual has passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union or has been certified as a Journeyman Wireman by an Inside Joint Apprenticeship and Training Committee, *and* the Employer has fewer than ten (10) bargaining unit employees.

Sec. 2.10 Employers shall not loan their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skills are not available through the Referral Procedure.

Sec. 2.11 (a) All jobs and shops should have a steward appointed by the Business Manager of the Union from the men on the job. The primary function and job of any man appointed steward shall be that of a Journeyman Wireman. The steward shall perform his function as a steward under the direct supervision of the Business Manager and shall be subject to this authority. At no time shall a steward be discriminated against for the faithful performance of his duties and if at any time it shall be necessary to transfer or remove a steward from a job or shop, the Business Manager shall be apprised prior to the transfer or removal. The Business Manager may remove any steward, as such, at any time when he considers the best interests of the Local Union will be served. It shall be the duty of the steward to make every effort to maintain harmony on the job or in the shop by resolving any grievances and the steward shall be given sufficient time to see that this Agreement, safety conditions, and the protection of electrical jurisdiction are enforced on the job.

(b) In the event of any dispute or trouble arising on any job where workmen are employed under this Agreement, workmen shall remain at work performing assigned tasks.

The job steward on the job, under such circumstances, shall first report the difficulty to the foreman in charge, or the contractor, and an attempt to resolve the difficulty or trouble shall be made. Should this procedure fail or delay the adjudication, the steward shall then report the complaint to the Business Manager. In the event, the Business Manager and the Employer or the representative of the Employer fail to settle any such disputes, the matter shall be referred for adjudication to the Labor-Management Committee, as herein provided.

Sec. 2.12 Whenever men leave a job at the direction of the Union, the Union or its representative shall direct the workmen on such job to carefully put away all tools, material, equipment or other property of the employer in a safe manner. The Union will be financially responsible for any loss to the employer for neglect in carrying out this provision, but only when a safe place is provided for these by the employer.

Sec. 2.13 Employees shall not be permitted to participate in a limitation or restriction of production, and shall be held responsible for an honest day's performance of work consistent with first class workmanship.

Sec. 2.14 (a) Workmen shall be held responsible for the Employer's tools and equipment provided the Employer furnishes a tool box with proper lock or other safe place for the storing of such tools or equipment. The Employer shall furnish suitable lockers or chests for storage of the employees' clothing and tools.

(b) The man in charge of the job shall be responsible for the selection of a suitable locker. If the locker furnished or selected by the foreman is considered unsatisfactory by any other employee, such employee shall notify the foreman at once, otherwise no responsibility shall attach to the Employer. The suitability of the locker, if questioned, shall be handled in accordance with the procedure for resolving disputes specified in Article I of this Agreement. The Employer shall reimburse his employees for all tools on the prescribed list, stolen from suitable satisfactory lockers only when there has been visible evidence of breaking and entering or fire. In addition to reimbursement for the tools on the prescribed list an allowance in an amount not to exceed \$200.00 may be paid for additional tools proven to be lost under this Section. *The Employer has the right to request an inventory of the employees' tools for the purposes of this allowance.*

(c) Journeymen shall provide themselves with the following tools:

Knife	Allen Wrenches
Pencil	Hacksaw Frame
Six Foot Rule	Wire Skinner
Pliers--Cutting	Level--Small
Pliers--Channel Locks	Plumb Bob
Screw Drivers	Square
Hammers	Tester up to 600 V
Pipe or Chain Wrenches	Adjustable Wrench up to 10"
Fuse Puller	Center Punch
Tap Handle--to 1/4"	Tool Box or Tool Pouch

(d) Individual Employers shall provide for the sharpening of all cutting tools and the Employer shall furnish all other tools and equipment to properly and safely perform the work, including welding equipment.

(e) The Employer shall allow sufficient time for employees to put away tools and equipment prior to the end of the shift.

Sec. 2.15 All employees who are members of the IBEW on the effective date of this agreement shall be required to remain members of the IBEW as a condition of employment during the term of this Agreement. All other employees shall be required to become and remain members of the Union, in good standing, as a condition of employment eight (8) days following the dates of their employment, or the effective date of this Agreement, whichever is later.

Sec. 2.16 On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

Sec. 2.17 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 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.

In 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 paragraph 2 of this Sec. 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.

Sec. 2.18 The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed, or repaired under economically sound wage, hour, and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Sec. 2.19 Nothing contained in this Agreement shall be construed as limiting the right of any Employer to discharge immediately any employee for inefficiency, insubordination, or any other just cause. The justification of just cause for a discharge is subject to final determination by the Local Labor Management Committee.

Sec. 2.20 The Employer reserves the right to use cost reduction or labor saving equipment and further reserves the right to use manufactured, pre-assembled, or pre-fabricated material which may be obtained through the normal supply sources of the Electrical Industry.

ARTICLE III

HOURS -- WAGE PAYMENT -- WORKING CONDITIONS

Sec. 3.01 (a) Eight (8) hours work between the hours of 6:00 A.M. and 4:30 P.M., with not less than one-half (1/2) hour for a lunch period between the hours of 12 Noon and 1:00 P.M., shall constitute a work day., Forty (40) hours within five days, from Monday through Friday, shall constitute a work week.

(b) The Employer, with advance notice to the Union prior to the start of the project, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 6:00 AM and 6:30 PM, Monday through Thursday, with one-half hour allowed for a lunch period. All work performed outside the regularly scheduled working hours shall be overtime, and shall be paid for at time and one-half the regular straight time rate of pay, except for Sundays and Holidays, which shall be paid at double the regular straight time rate of pay.

Sec. 3.02 (a) All work performed outside the regularly scheduled working hours shall be overtime, and shall be paid for at time and one-half the regular straight time rate of pay, except for Sundays and Holidays, which shall be paid at double the regular straight time rate of pay.

(b) Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day, or days celebrated as such. Holidays falling on Sunday shall be celebrated on the immediately following Monday, and Holidays falling on Saturday shall be celebrated on the immediately preceding Friday.

(c) Should an employee be requested to work in excess of sixteen (16) hours in the twenty-four (24) hour period following the time the employee started such work he shall be paid double time for all such hours worked in excess of sixteen (16) hours.

(d) Emergency repair work such as that caused by a hurricane or similar such occurrence shall be paid for at double the straight time rate of pay.

(e) Overtime of a general nature shall be equally divided among the men on the job. However, if the overtime is of a special nature, the contractor may distribute such overtime among those men best qualified for the work in question.

(f) On commercial alteration, maintenance and repair jobs in stores, office buildings, and shopping centers, where work cannot be performed during regular working hours without inconvenience to the customer, shift work may be worked between regular quitting time and starting time on the basis of eight (8) hours pay for seven (7) hours work on the first shift, and eight (8) hours pay for six (6) hours work on the second shift. No work under this paragraph shall be requested for Saturday, Sundays or recognized Legal Holidays. When utilizing the shift provisions of this section, fringes shall be paid on an eight (8) hour basis.

Sec. 3.03 (a) When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

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

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

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

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

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

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

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

"See Appendix "A" for examples of calculations for shift rates."

(b) When shifts are worked using the 7 1/2 for 8 and 7 for 8 shifts, fringes shall be paid on an eight (8) hour basis.

Sec. 3.04 No work shall be performed on Labor Day except in case of emergency and then only after permission is granted by the Business Manager of the Union.

Sec. 3.05 (a) The minimum hourly rate of wages shall be:

Effective March 31, 2002

Classification

General Foreman	(Journeyman + \$3.50)	\$28.60
Foreman	(Journeyman + \$1.75)	26.85
Sub-Foreman	(Journeyman + \$.50)	25.60
Journeyman		25.10

<u>Apprentices</u>	<u>Percent of Journeyman Rate</u>	
1st Period		\$10.00
2nd Period		10.25
3rd Period	45%	11.30
4th Period	55%	13.81
5th Period	65%	16.32
6th Period	75%	18.83

Effective July 1, 2002

<u>Apprentices</u>	<u>Percent of Journeyman Rate</u>	
1 st Year		\$12.00
2 nd Year	55%	13.81
3 rd Year	65%	16.32
4 th Year	70%	17.57
5 th Year	75%	18.83

(b) Effective October 6, 2002, the Journeyman's wage/fringe will increase by fifty cents (\$.50) per hour.

(c) Effective April 6, 2003, the Journeyman's wage/fringe will increase by seventy-five cents (\$.75) per hour.

(d) Effective October 5, 2003, the Journeyman's wage/fringe will increase by seventy-five cents (\$.75) per hour.

(e) Effective April 4, 2004, the total wage/fringe package will increase by seventy-five cents (\$.75) per hour.

(f) Effective October 3, 2004, the total wage/fringe package will increase by seventy-five cents (\$.75) per hour.

(g) The wage rates shown above shall be increased by fifty cents (.50¢) per hour for all heavy industrial work outside the 45 mile (airline) radius from Baltimore City Hall.

Sec. 3.06 Payroll period will be Sunday through Saturday. Wages shall be paid weekly by cash or a check drawn on a local bank not later than quitting time on Wednesday of the following calendar week. Any workman laid off or discharged by the Employer shall be paid all his wages immediately. In the event the Employee is not paid or paid off, waiting time, up to a maximum of eight (8) hours per day at the regular straight time rate shall be charged until payment is made. Employees laid off or discharged shall be allowed one-half (1/2) hour with pay to gather their tools and equipment. It shall be the responsibility of any employee who leaves a job or quits to make arrangements with his Employer for receipt of any wages due. The employee may have wages due mailed to him upon written request by the employee to the Employer advising his proper address.

(b) If offered by the Employer, the Employee may choose to have wages paid through direct deposit into a checking, savings, or other similar account of the Employee's choice. The Employer shall notify all Employees of this option, if available. Any Employee choosing direct deposit will do so in writing. Any Employee choosing direct deposit may rescind this option, with two (2) weeks written notice to the Employer. The Employer may also cease offering direct deposit, with two (2) weeks written notice to the Employees.

Sec. 3.07 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union--upon receipt of a voluntary written authorization--the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved

Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Sec. 3.08 (a) No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job.

(b) The Employer shall pay for time and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, travel time, room and board, and all other necessary expenses.

(c) When working in Downtown Baltimore City, unless the Employer provides parking, each employee will be compensated five dollars (\$5.00) per day expense for parking. The following is considered Downtown Baltimore City for the purposes of this Section:

West of Washington Street
South of North Avenue
East of Monroe Street
North and West of the Intersection of:
 Russell and Monroe Streets
 Russell and Ostend Streets
North of Ostend Street projected to the Inner Harbor.

Sec. 3.09 Any employee reporting for work and not being allowed to work (weather permitting) shall receive compensation for two (2) hours. When employees begin work on jobs normally scheduled for an eight (8) hour day, they shall receive a minimum compensation for four (4) hours (weather permitting). Employees shall not be required to work outside during inclement weather except in an emergency where the protection of life of property is involved. The Employer shall provide all rain gear.

Sec. 3.10 (a) No employee shall use his automobile or motorcycle or other vehicle in a manner considered to be unfair to other workmen, or against the interest of the Union. If an employee uses his own personal vehicle to conduct the business of the contractor he shall be paid mileage for his vehicle at the rate of thirty-one cents (\$.31) per mile.

(b) When an employee is required to report to the shop, the Employer shall pay wages from reporting time and shall pay for the employee's vehicle a mileage expense of thirty-one cents (\$.31) per mile from shop to job, job to job, and from job to shop.

Sec. 3.11 Every job employing three (3) or more men shall be under the supervision of a working Sub-Foreman. When six (6) or more men are on the job the Sub-Foreman shall be replaced by a Foreman. On jobs having a Sub-Foreman or Foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the Sub-Foreman or Foreman. No Foreman of one job shall at the same time perform work on another job. A Foreman from one job shall not be permitted to work overtime on another job unless the complete crew on the overtime job are offered the work. The provisions of Article III, Sec. 3.02 (e), in regard to overtime of a special nature shall still be applicable.

Sec. 3.12 All conduit, including the flexible type, shall be cut, bent and threaded on the job or in the jurisdiction of the Local Union by workmen employed under the terms of this Agreement. Where pipe cutting, bending and threading machines are constantly in use, such

shall be operated by a Journeyman. However, the Union shall not restrict the use of, or interfere with, any labor saving or cost reduction equipment furnished or used by the contractor within the jurisdiction of the Local Union.

Sec. 3.13 (a) On all energized circuit or equipment operating at 277 volts or more and/or on any energized circuit rated 1,000 amperes or more, as a safety measure, two or more Journeymen must work together. There must be a first aid kit on all jobs. The Employer shall be responsible for providing the necessary equipment for the safety of the men in accordance with the applicable Federal Construction Safety Laws and the Safety Laws of the State of Maryland. No man shall be required to work under conditions that are hazardous or unsanitary. Where any dispute arises regarding hazardous or unsanitary areas, this condition shall be investigated by the Business Manager of Local 24, IBEW, and the Manager of the Maryland Chapter, NECA.

(b) The Employer shall be responsible for providing the same or equivalent safety equipment that a chemical plant, steel mill, or other manufacturing plant would provide to their employees while working in conditions that could be defined as injurious to health of their worker with the exception of Steel-Toed Shoes, which shall be the responsibility of the individual. No condition would be defined as injurious where chemicals are confined or where the workmen can perform without exposure if the established safety precautions are observed.

(c) If no agreement can be reached, it shall be submitted to the Labor-Management Committee. Any decision reached by the Committee regarding hazardous or unsanitary areas shall be final and binding on both parties.

(d) The Contractor shall forward a copy of all accident reports to the Union within forty-eight (48) hours.

Sec. 3.14 Either party reserves the right to give sixty (60) days written notice for the cancellation of Sec. 3.07 of this Article.

Sec. 3.15 (a) When temporary lighting, heating and power is used by any trades on construction projects either during or after normal working hours, the installation and maintenance thereof is recognized as falling under the jurisdiction of the Union and is subject to the terms of this Agreement.

(b) If, during the course of a project, other building trades are performing productive construction work at times other than the normal working day, a Journeyman Electrician will be placed on Recall Status. An Electrician will not be required when work is being performed on foundations, footers, steel erection, concrete pours or concrete finishing, unless requested.

*Recall Status: An Electrician available for recall to the project in the event of trouble necessitated by the use of the temporary heat, light or power by other crafts during other than normal working hours.

The Recall Status Electrician shall be paid travel expense at the rate of thirty-one cents (\$.31) per mile to and from the job. His time shall start (at the overtime rate) at the time of his recall.

The Recall Status Electrician shall receive:

1. A minimum of two (2) hours pay at the appropriate overtime rate.

2. If he works more than two (2) hours but less than four (4) hours he shall be paid for a minimum of four (4) hours at the appropriate overtime rate.
 3. If he works more than four (4) hours he shall be paid for a minimum of eight (8) hours at the appropriate overtime rate.
- (c) If work of this nature is performed over five (5) consecutive days, the provisions of Article III, Sec. 3.03 shall apply.

ARTICLE IV

REFERRAL PROCEDURE

Sec. 4.01 In the interest of maintaining in 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.

Sec. 4.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Sec. 4.03 The Employer shall have the right to reject any applicant for employment.

Sec. 4.04 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.

Sec. 4.05 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 (4) 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 an Inside Joint Apprenticeship and Training Committee and who have been employed 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 (4) or more years experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the 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 (2) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for at least six (6) months in the last three (3) years in the trade 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.

Sec. 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".

Sec. 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.

Sec. 4.08 "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: City of Baltimore and Anne Arundel, Baltimore, Caroline, Carroll, Dorchester, Frederick, Harford, Howard, Kent, Queen Anne's, Somerset, Talbot, Wicomico, and Worcester Counties of Maryland.

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

Sec. 4.09 "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Sec. 4.10 "Examination"--An "examination" shall include experience rating tests if such examination shall have been given prior to the effective date of this procedure, but from and after the date of the procedure, shall include only written and/or practical examinations given by a duly constituted Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) years experience at the trade.

Sec. 4.11 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.

Sec. 4.12 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".

Sec. 4.13 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 to his appropriate place within his Group.

Sec. 4.14 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 the GROUP.

Sec. 4.15 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.

Sec. 4.16 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.

Sec. 4.17 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 of the Local Union of Sections 4.04 through 4.15 of their 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 authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any other provisions of this Agreement and its decisions shall be in accord with this Agreement.

Sec. 4.18 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 any time during normal business hours.

Sec. 4.19 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.

Sec. 4.20 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

Sec. 4.21 When making reductions in the number of employees due to lack of work Employers shall use the following procedure:

(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 skill requirements as provided for in Sec. 4.15 (a) are 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 V

APPRENTICESHIP & TRAINING

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

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

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

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

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

Sec. 5.03 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article One of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Sec. 5.04 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

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

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

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

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

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

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

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

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

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an

unindentured will be applied toward the minimum OJT hours of apprenticeship.

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

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

Sec. 5.12 Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

Number of Journeymen	Max. No. of Apprentices/Unindentured
1 to 3	2
4 to 6	4
7 to 9	6
▶	▶
97 to 99	66
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.

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

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

Sec. 5.14 Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating

apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this agreement.

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

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

Sec. 5.16 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is 1.75% of their gross monthly labor payroll. 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, and shall be forwarded monthly to the Office of the Joint Committee, 2699 West Patapsco Avenue, Baltimore, Maryland 21230.

ARTICLE VI FRINGE BENEFITS

Sec. 6.01 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.

Sec. 6.02 It is agreed by the parties hereto, to establish the Maryland Electrical Industry Health Fund with conditions that will be determined by a Joint Board of Trustees.

Payments made by an Employer to the Fund under the provisions of this Sec. 6.02, shall be utilized to fund the program of benefits provided through the Fund, to defray the

reasonable expenses of administering this program of benefits, and to pay any FICA taxes which may be owing by the Employer on sickness and accident benefits provided by the Fund.

Effective March 31, 2002, four dollars (\$4.00) per hour worked, in the jurisdiction of Local 24, IBEW, shall be paid into this Fund as directed by the Trustees.

Effective March 31, 2002 the following schedule of Health Fund payments for apprentices in the years as noted will be in effect:

1st Year	\$2.15 per hour worked
2nd Year	\$2.15 per hour worked
3rd Year	\$2.60 per hour worked
4th Year	\$2.60 per hour worked
5th Year	\$2.60 per hour worked

Failure to make these payments shall carry the same penalty as failure to comply with Article VI, Section 6.01 of the Agreement.

Sec. 6.03 It is agreed by the parties hereto, to establish the Maryland Electrical Industry Pension Fund with conditions that will be determined by a Joint Board of Trustees.

Effective March 31, 2002, one dollar and eighty cents (\$1.80) per hour worked, in the jurisdiction of Local 24, IBEW shall be paid into this Fund as directed by the Trustees.

Effective March 31, 2002, sixty cents (\$.60) per hour worked in the jurisdiction on Local 24, IBEW, by Apprentices shall be paid into this Fund as directed by the Trustees.

Note: No Pension Contribution is required on 1st Year Apprentices (1st Period and 2nd Period).

Failure to make these payments shall carry the same penalty as failure to comply with Article VI, Section 6.01 of the Agreement.

Sec. 6.04 It is agreed by the parties hereto, to establish the Maryland Electrical Industry Severance & Annuity Fund, with conditions that will be determined by a Joint Board of Trustees.

Effective March 31, 2002, three dollars and fifteen cents (\$3.15) per hour worked, in the jurisdiction of Local 24, IBEW shall be paid into this Fund as directed by the Trustees.

Effective March 31, 2002, one dollar and thirty-five cents (\$1.35) per hour worked by 2nd year (3rd Period) apprentices, and one dollar and sixty-five cents (\$1.65) per hour worked by 3rd year (4th Period) 4th year (5th Period) and 5th year (6th Period) apprentices in the jurisdiction of Local 24, IBEW shall be paid into this Fund as directed by the Trustees.

Note: No Severance and Annuity contribution is required on first period apprentices.

Failure to make these payments shall carry the same penalty as failure to comply with Article VI, Section 6.01 of this Agreement.

Sec. 6.05 It is agreed by the parties hereto, to establish the Maryland Electrical Industry Supplemental Unemployment Benefit (SUB) Fund, with conditions that will be determined by a Joint Board of Trustees, subject to the approval of the Labor Management Committee.

Sec. 6.06 It is agreed by the parties hereto, to establish Local 24, IBEW, Vacation and Holiday Fund with conditions that will be determined by a Joint Board of Trustees.

The Employer agrees to withhold from the net wages of each employee in the jurisdiction of Local 24, IBEW, effective April 4, 1999, one dollar and twenty-five (\$1.25) per hour worked.

Note: No vacation and holiday deduction is required on 1st and 2nd year Apprentices (1st Period through 3rd Period).

Failure to make these payments shall carry the same penalty as failure to comply with Article VI, Sec. 6.01 of this Agreement.

Sec. 6.07 At the sole discretion of the Trustees of each of the aforesaid Funds, or at the sole discretion of the Union, any Employer may be required to deposit, by certified check or cash, with said trustees or with the Union, an amount not to exceed \$5,000 for each of said Funds, or a Bond in an amount not to exceed \$5,000 for each of said Funds, in order to assure compliance with the provisions of this Article. Said amounts, if required, shall be deposited in accordance with the provisions of a form prescribed by said Trustees, or by the Union, and said form shall be signed and executed by the Employer, as required by said Trustees, or by the Union.

Sec. 6.08 Notwithstanding anything in this Agreement to the contrary, it is specifically understood and agreed that in the event the Employer fails to make any of the payments required under Article III, Sec. 3.05, Article V, Sec. 5.10, Article VI, Sections 6.01, 6.02, 6.03, 6.04, and 6.05 and Article VII, Sec. 7.01 and/or fails to submit the payroll report form required under Article VI, Sec. 6.01 by the fifteenth (15th) day of any month if on a monthly basis, or by the end of the day on payday if on a weekly basis, the Union shall have the right to withdraw the employees of said Employer from his employment and may strike said Employer effective as of the next day after said payment or reports are due or at any time thereafter at the discretion of the Union and said withdrawal of employees and strike may be continued until such time as the required payment, and any liquidated damages and interest accrued as a result of the late payment, are paid.

ARTICLE VII NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Sec. 7.01 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Sec. 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175(a) and Sec. 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.

Sec. 7.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Sec. 7.03 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 Maryland Chapter, NECA, or its designee, shall be the collection agent to this Fund.

Sec. 7.04 If an Employer fails to make the required contributions to the Fund, the Trustees 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), 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 attorney's fees.

ARTICLE VIII
MARYLAND ELECTRICAL INDUSTRY LABOR MANAGEMENT COOPERATION COMMITTEE
(MEILMCC)

Sec. 8.01 The parties agree to participate in the Maryland Electrical Industry Labor-Management Cooperation Fund, under authority of Sec. 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175(a) and Sec. 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 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.

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

Sec. 8.03 (a) Effective March 31, 2002, each employer shall contribute six cents (\$.06) 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 Maryland Chapter, NECA, or its designee, shall be the collection agent to this Fund.

(b) Effective April 6, 2003, each employer shall contribute nine cents (\$.09) per hour worked under this Agreement up to a maximum of 150,000 hours per year.

(c) Effective April 4, 2004, each employer shall contribute twelve cents (\$.12) per hour worked under this Agreement up to a maximum of 150,000 hours per year.

Sec. 8.04 If an Employer fails to make the required contributions to the Fund, the Trustees 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), 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 attorney's fees.

ARTICLE IX INDUSTRY FUND

Sec. 9.01 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:

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 X SUBSTANCE ABUSE

Sec. 10.01 The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

ARTICLE XI

SEPARABILITY

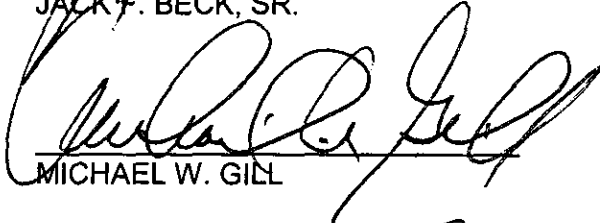
Should any provisions of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 31st day of March, 2002.

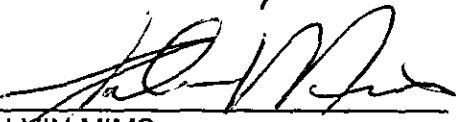
SIGNED FOR THE BALTIMORE
DIVISION MARYLAND CHAPTER,
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION, INC.



JACK F. BECK, SR.



MICHAEL W. GILL

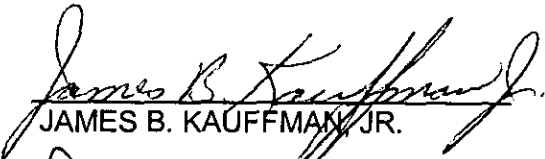


CALVIN MIMS

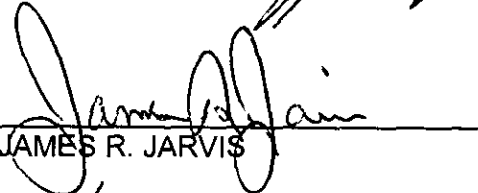


LAWRENCE A. TOLBERT

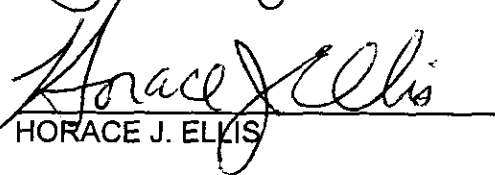
SIGNED FOR LOCAL UNION
NO. 24, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS



JAMES B. KAUFFMAN, JR.



JAMES R. JARVIS



HORACE J. ELLIS



CHARLES L. WEAKLEY, JR.

Subject to the approval of the International President of the International Brotherhood of Electrical Workers, and review by the National Office of the National Electrical Contractors Association, Inc.

APPENDIX A

Formula for determining the shift hourly rate and overtime rate for each shift.

First Shift: \$25.10 per hour straight time
\$37.65 per hour time and one-half

Second Shift: The second shift (swing shift) shall be worked between the hours of 4:30 PM and 12:30 AM. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one half (7 ½) hours work. The shift hourly rate will be determined by multiplying the regular hourly rate times eight (8) hours, adding 10%, then dividing by seven and one-half (7 ½).

Example:

\$25.10 x 8 hours =	\$200.80
\$200.80 x 10% =	+ \$20.08
	<u>\$220.88</u>

\$220.88 ÷ 7 ½ = \$29.45 Shift Rate*

*This will also be the employee's hourly rate if the employee works less than seven and one-half (7 ½) hours.

Second Shift Overtime Rate = \$29.45 x 1 ½ = \$44.18

Third Shift: The third shift (graveyard shift) shall be worked between the hours of 12:30 AM and 8:30 AM. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. The shift hourly rate will be determined by multiplying the regular hourly rate times eight (8) hours, adding 15%, then dividing by seven (7).

Example:

\$25.10 x 8 hours =	\$200.80
\$200.80 x 15% =	+ \$30.12
	<u>\$230.92</u>

\$230.92 ÷ 7 = \$32.99 Shift Rate*

*This will also be the employee's hourly rate if the employee works less than seven and one-half (7 ½) hours.

Third Shift Overtime Rate = \$32.99 x 1 ½ = \$49.49

Double the straight time rate (\$50.20) shall be the maximum compensation for any hour worked.

Shift Work Between the Hours of 8:00 AM Saturday and 8:00 AM Monday:

Shift work on Saturdays shall be paid at one and one-half (1 ½) times the shift rate for actual hours worked. Shift work on Sundays shall be paid at two (2) times the regular straight time rate of pay for actual hours worked.

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Baltimore Electricians, Association Reach Three-Year Pact With \$4.50 Hourly Increase

Wage and benefit increases totaling \$4.50 per hour will be paid at six-month intervals over the next three years for about 1,300 inside wiremen under a new agreement between International Brotherhood of Electrical Workers Local 24 in Baltimore and the National Electrical Contractors Association.

Lawrence Tolbert, NECA chapter manager in Baltimore, said the initial increase of \$1 per hour effective March 31 will be followed by increases of 50 cents Oct. 6 of this year and increases of 75 cents for each of the four remaining six-month periods.

Local 24 members ratified the agreement March 26 and allocated the initial increase as 90 cents to the health and welfare fund and 10 cents to the local pension fund.

The journeyman's wage, effective March 31, remained unchanged at \$25.10 an hour, while the health and welfare fund received a 90 cent increase to \$4 and hour, along with 10 cent increase to bring the local pension fund contribution to \$1.80 an hour. In addition, the apprentice training fund contribution increased to 1.75 percent from 1.25 percent.

Several contributions remained unchanged, including 3 percent to the National Electricians Benefit Fund, \$3.15 to the severance and annuity fund, 6 cents to the labor-management cooperation committee industry promotion fund, and 1 cent to the National Labor Management Cooperation Committee.

Also agreed to, but not part of the negotiated package, was an increase to 6 cents from 3 cents per hour to the Maryland Electrical Industry Labor Management Cooperation Committee. Funding for the committee will increase an additional 3 cents in the second and third years of the contract.

Allocation of future increases between wages and benefits will be determined when those increases take effect.

Other economic improvements in the agreement include a new \$5 per day parking stipend for jobs in a defined area of downtown Baltimore, unless the employer provides parking.

Effective July 1, the apprentice wage scale changes, with first-year apprentices receiving \$12 per hour in wages for the entire year instead of \$10 for the first six months and \$10.50 for the second six months of their first year. The percentage of the journeyman rate that apprentices receive in their second, third, and fourth years increases by 10 percent in each year. Under the new schedule, second-year apprentices will be at 55 percent of the skilled rate, third-year apprentices at 65 percent of the skilled rate, and fourth-year apprentices at 70 percent. The fifth-year apprentice rate continues unchanged at 75 percent.

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Market Recovery MOU

Also added was an expansion of the market recovery memorandum of understanding and the use of "intermediate journeymen" to industrial work. Thresholds for application of the agreement were increased, so that the agreement may be used if the value of the electrical portion of the project is less than \$400,000 (was \$100,000) or if the overall value of the project is \$1 million or less (was \$500,000).

Carried over from the previous agreement is the "intermediate journeymen." A worker must have at least five years of work experience in the electrical construction industry to qualify for the first level of this three-level classification. The wage rate for the first level is 65 percent of the regular journeyman rate. Once at this level, a worker may remain at this level indefinitely or advance to journeyman status by attending classes and taking skill proficiency tests.

On approved market recovery projects, a crew may consist of one regular journeyman, one first-year apprentice, one mid-term apprentice, and one intermediate worker.

The parties agreed to discuss implementation of a substance abuse program and the addition of a supplemental unemployment benefit fund to the agreement.

The electrical industry's Council of Industrial Relations provided assistance to parties on settling the money items in the agreement. When the parties referred the matter to CIR for binding resolution in mid-February, Tolbert said, NECA was looking for annual increases of \$1 per hour or less while Local 24 was in the \$2.25 to \$2.50 range.

The CIR settlement, totaling \$1.50 in the first year, is about 4.5 percent, Tolbert said.

A union representative was able to confirm major contract provisions but declined to comment further. ↴

By Brian Lockett

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