



RESIDENTIAL AGREEMENT

June 1, 2018

Between

Washington, D.C. Chapter
National Electrical
Contractors Association

and

Local Union No. 26,
International Brotherhood
of Electrical Workers



RESIDENTIAL AGREEMENT
JUNE 1, 2018

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RESIDENTIAL AGREEMENT

Agreement by and between the Washington, D.C. Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 26, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term Chapter shall mean the Washington, D.C. Chapter of NECA and the term "Union" shall mean Local Union No. 26, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

It is mutually agreed that the provisions of this Agreement shall apply to all projects involving the construction, alteration or repair of single-family houses or apartment buildings of no more than four (4) stories in height. This includes all incidental items such as site work, parking areas, utilities, streets, and sidewalks.

ARTICLE I **EFFECTIVE DATE/ CHANGES/GRIEVANCES/DISPUTES**

Section 1.01 EFFECTIVE DATE. This Agreement shall take effect June 1, 2018, and shall remain in effect until May 31, 2021 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.

(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 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 next 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 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.

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 DECISIONS. 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. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

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. PREVAILING CONDITIONS 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. FIFTEEN DAYS LIMITATION. 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. UNION AS EXCLUSIVE REPRESENTATIVE. The Chapter recognizes the Union as the exclusive Representative of all Employees performing work under this Agreement within the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment on the type of work as defined herein.

Section 2.02. EMPLOYEE CONTRACTING. No Employee, while he/she remains an Employee and subject to employment by Employers operating under this Agreement, shall himself become a Contractor for the performance of any electrical work.

Section 2.03. CONDITION OF EMPLOYMENT. All Employees covered by the terms of this Agreement shall be required to become and remain Members of the Union as a condition of employment from and after the thirty-first (31st) 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 2.04. WORKMEN'S COMPENSATION. Every individual Employer shall carry Workmen's Compensation Insurance and such other insurance as may be required by the laws of the District of Columbia and States within the jurisdiction of Local Union No. 26 and shall furnish satisfactory proof thereto to the Union and the Washington, D.C. Chapter, NECA.

Section 2.05. 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 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

the Union office when formally requested by the Business Manager or President of the Union.

Section 2.06. RIGHT TO DISCIPLINE. The Union reserves the right to discipline its Members for violations of its laws, rules and Agreements.

Section 2.07 ANNULMENT/SUBCONTRACTING. 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 Section 2.08, 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.

Section 2.08 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 Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.09 MANAGEMENT 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 2.10. FOREMAN CALL-OUT BY NAME. The employer shall have the right to call Foreman by name for referral, provided:

- A) The employee has not quit his previous employer within the past two weeks.
- B) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said foreman provided the name appears on the highest priority group.

C) When an employee is called as a foreman he must remain as a foreman for 300 hours or must receive a reduction in force.

Section 2.11. SEPARABILITY CLAUSE. Should any provision 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 laws.

Section 2.12. 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 2.13. NON-RESIDENT EMPLOYEES: (Portability). 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 2.14. 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 2.15. FAVORED NATIONS. 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.

Section 2.16. VOLUNTARY COPE CONTRIBUTION. The Employer agrees to deduct the amount of five cents (\$0.05) 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.

ARTICLE III
HOURS - WAGE PAYMENTS - WORKING CONDITIONS

Section 3.01. WORK DAY. Eight (8) consecutive hours' work between the hours of 5:00 a.m. and 5:00 p.m., except for a thirty (30) minute lunch period, shall constitute a regular work day. Five (5) such days, Monday through Friday inclusive, shall constitute a regular work week. The starting and quitting times for each job shall be subject to variance by mutual agreement.

(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. Inauguration Day is not a paid holiday. Paid holidays are applicable for Residential Wiremen who qualify. All hours worked on paid holidays shall be paid at double time and one-half the base rate of pay.

Wiremen must provide a copy of a current District of Columbia Journeyman license to the Employer prior to the given holiday to be eligible for paid 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 eight (8) hours of direct wages. On jobs where the normal work week is scheduled 4-10's, holiday pay shall be ten (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 (2) 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 (2) 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). 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 5:00 a.m. and 5:00 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 Holiday specified in this Agreement shall be utilized as a make-up days.

(c). Time will be accrued for all employees covered by this Agreement as follows, providing for paid leave which may be used in a manner consistent with statutory/regulatory paid sick leave requirements pertinent to the employee's work location.

- Effective November 5, 2018 - for each hour worked, .0121 of an hour.
- Effective November 4, 2019 - for each hour worked, .0162 of an hour.
- Effective November 2, 2020 - for each hour worked, .0203 of an hour.

Hours will accrue until a total of 80 hours have accrued. Accrued paid leave hours will be utilized in blocks of four hours.

When the employee takes paid time off under this Section, for any reason, he/she must notify the foreman on the job one week before the absence, or as soon as possible after learning of the event. If the foreman is unavailable, the employee will notify the employer's office.

Paid leave hours will be paid at the employee's then current direct rate of pay. Local fringe contributions are not to be paid on paid leave hours. When accrued paid leave is utilized, it shall be paid no later than the regular payday following the week in which the leave was taken. When an employee separates from an employer, the employee shall be paid for unused accrued time, on the employer's next regular payday.

The employer will provide the employee with his/her paid leave balance weekly, via pay stub or via electronic access. Balances will be rounded upwards or downwards to the nearest half-hour.

The parties to this Agreement hereby expressly waive, on behalf of all covered employees, any paid leave requirements that have been imposed, or may be imposed, by any political jurisdiction or agency exercising such authority.

Employees may use accrued time for purposes unrelated to purposes covered by applicable statutory/regulatory paid sick leave requirements. In doing so, the employee acknowledges he/she is forfeiting paid leave for time not worked due to circumstances covered under applicable statutory/regulatory paid sick leave requirements.

Paid leave under this Section will not apply to days recognized as holidays under this Agreement.

Section 3.02. REPORTING TIME. When workers are directed to report to the job, they shall be on the job and ready to commence work at the regular starting time. Workers reporting late shall commence work at the next half-hour interval. All tools and materials shall be stored or put away before quitting time.

Section 3.03. LABOR DAY. No work shall be performed on Labor Day except in case of emergency.

Section 3.04 BASIC WAGE RATES.

(a). RESIDENTIAL WIREMEN WORKING IN THE METROPOLITAN ZONE.

Effective Dates:	<u>06/04/18</u>	<u>11/05/18</u>	<u>06/03/19</u>	<u>11/04/19</u>	<u>06/01/20</u>	<u>11/02/20</u>
Wages Per Hour:	\$29.61	\$29.86	\$30.21	\$30.56	\$30.96	\$31.36

(b). RESIDENTIAL WIREMEN WORKING IN THE SHENANDOAH ZONE.

Effective Dates:	<u>06/04/18</u>	<u>11/05/18</u>	<u>06/03/19</u>	<u>11/04/19</u>	<u>06/01/20</u>	<u>11/02/20</u>
Wages Per Hour:	\$21.04	\$21.19	\$21.39	\$21.59	\$21.84	\$22.09

Section 3.05. REGULAR PAY.

(a). 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). 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. 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).

(c). Wage checks which are not honored when presented for payment shall be paid by the Employer no later than 11:00 a.m. on the day following notification of non-payment. Payment shall be made in cash or by 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 3.06. TOOLS AND EQUIPMENT. The Employer shall furnish all tools and equipment needed for proper installation of the job, except for tool list items. Workers shall be responsible for storing the Employer's tools, equipment and materials in a safe manner provided, however, the Employer furnishes a suitable place for such storage.

Section 3.07. WORKMANSHIP. Workers shall install all electrical work in a safe and workmanlike manner and in accordance with the directions of the Employer. A Residential Wireman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer, or the Employer's representative.

Section 3.08. TRAVELING TIME.

(a). 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. It is understood that personal transportation is the responsibility of the Employee within the geographical jurisdiction of the Union.

(b). When Employees are told to report to 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 expense of transporting their personal tools. The use of an Employee's personal vehicle shall not be deemed a condition of employment. This Subsection applies only if Employees are required to transfer more than once in any eight (8) hour period.

Section 3.09. ENERGIZED SYSTEMS. On all energized circuits or equipment carrying two hundred seventy-seven (277) volts or over, as a safety measure, two (2) or more Residential Wiremen must work together, if available.

Section 3.10. FOREMAN AUTHORITY. Workers are not to take directions or orders to accept the layout of any job from anyone except the Sub-Foreman, Foreman, or the Employer's representative.

Section 3.11. UNION'S RIGHT TO APPOINT STEWARD. The Union reserves the right to appoint a Steward on any job or in any Shop where workers are employed under the terms of this Agreement. The Steward shall see that the Agreement is adhered to at all times. Under no circumstances shall he/she be discriminated against by any Employer because of his/her faithful performance of his/her duties as Steward. He/she shall report immediately to the Union and the Employer any condition that may lead to trouble, such as walk-off or stoppage of work due to any circumstances.

If a Steward is to be moved by the Employer to a new job, the Union must be notified twenty-four (24) hours prior to such move.

The Steward shall be notified of all new workers assigned to and/or terminated from his/her job. Classification cards, dues receipts and time cards shall be made available to the Steward upon request.

Section 3.12. STORAGE FOR EMPLOYEE'S TOOLS. 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) 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 jobsites. If the Employer does not store his tools on the job site, the Employer shall not be responsible for Employees' tools. In such instances, Employees must resume responsibility for storage of tools.

Section 3.13. APPOINTMENT AND PAY OF FOREMEN.

(a). When five (5) or more workers are employed on any job, there shall be a foreman over the job. The foreman shall be appointed to only one job.

(b). Foremen on jobs of four (4) stories or less shall be paid 5% over wireman scale in excess of the applicable wireman rate when supervising 5 to 9 workers, and 10% over wireman scale in excess of the applicable wireman rate when supervising more than 9 workers.

(c). Foremen on jobs of more than four (4) stories shall be paid the inside wireman rate.

(d). Wiremen supervising work at more than one location (each location having four or fewer workers) shall be paid the foreman rates in (b) and (c) above based upon the aggregate number of workers supervised.

Section 3.14. SHIFT WORK. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the “swing shift” shall be paid at the regular hourly rate of pay plus ten percent (10%) for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the “graveyard shift” shall be paid at the regular hourly rate of pay plus fifteen percent (15%) for all hours worked.

The employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer’s work schedule. However, any such adjustment shall last for at least five (5) consecutive days’ duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any 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 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.

Section 3.15. SAFETY EQUIPMENT. Employees shall accept direction from the Employer in the use of safety goggles and other safety equipment.

Section 3.16. 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.

(b). Employees who have been discharged for gross misconduct or repeated offenses may be restricted from using the Referral Procedure.

Section 3.17. JOBSITE 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.

Section 3.18. TERMINATION SLIP. 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. 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).

If the Employee is considered not eligible for rehire, the completed Termination Slip will indicate that such ineligibility is for six months, for one year, or forever.

Section 3.19. REFERRAL SLIP. All applicants for employment as wiremen shall present to the prospective Employer a referral slip, his/her work history (from the Electrical Welfare Trust Fund) reflecting hours worked by employees during the past three years under relevant collective bargaining agreements (providing this is in compliance with all local, state, and federal laws applicable to the jurisdiction), 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 3.20. SHOW UP PAY. Any Employee reporting for work and for whom no work is provided, except due to inclement weather or other conditions beyond the control of the Employer, shall receive two (2) hours direct pay at the regular straight time hourly rate.

Section 3.21. RIF SEPARATION FOR UNACCEPTABLE NEW SCHEDULE. Employees who are offered a new work schedule whose start time varies by six hours or more from the start time of the job on which they are working will be allowed to decline the schedule change (before beginning work under the new schedule) and shall receive a reduction-in-force separation. Under such circumstances, the termination slip issued shall reference the availability of work under a revised schedule.

ARTICLE IV **REFERRAL PROCEDURE**

Section 4.01. 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 4.02. SOURCE OF APPLICANTS. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03. REJECTION RIGHTS. The Employer shall have the right to reject any applicant for employment.

Section 4.04. 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, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05. 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.

RESIDENTIAL WIREMAN

<p>GROUP I</p>	<p>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; have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Residential Wireman by any Inside Joint Apprenticeship and Training Committee; and, who have been employed in the trade for a period of at least one year in the last two years in the geographical area covered by the collective bargaining agreement.</p> <p>Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall, by electronic means, notify the business manager of the applicant's former Group I status local union. The Business Manager shall notify the employer of the employee whose group status changes under this provision.</p>
<p>GROUP II</p>	<p>All applicants for employment who have two or more years' experience in the trade and who have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Residential Wireman by any Inside Joint Apprenticeship and Training Committee.</p>

GROUP III	All applicants for employment who have two or more years experience in the trade.
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Section 4.06. TEMPORAY EMPLOYEES. 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 4.07. REPLACEMENT OF TEMPORARY EMPLOYEES. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08. 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

(Note: "*" indicates Shenandoah Zone)

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

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 area under the Davis-Bacon Act to which the Agreement applies.

Section 4.09. DEFINITION OF RESIDENT "Resident" means a person who has maintained his permanent home in the above defined 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 4.10. 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 I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has two (2) years' experience in the trade.

Section 4.11. TRAINEE REFERRAL. Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 4.05 above shall be referred to the Residential Training and Apprenticeship Subcommittee for their consideration as a Trainee.

Section 4.12. 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 4.13. 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 to his appropriate place within his Group.

Section 4.14. REFERRAL ORDER.

(a). 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" (Alternative: Available for Work List) in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

(b). 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 or her sole discretion: (1) require the applicant to obtain further training from the J.A.T.C. before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) 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 4.15. REFERRAL ORDER EXCEPTION. The only exception which shall be allowed in

this order of referral is when the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 4.16. APPEALS COMMITTEE. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.17. 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 4.04 through 4.15 of the 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 of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.18. INSPECTION OF REFERRAL PROCEDURE. A representative of the Association designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19. 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 4.20. REVERSE LAY-OFF PROCEDURE. 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 skills requirement as provided for in Section 4.16, 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 V **BENEFIT FUNDS**

Section 5.01. NATIONAL ELECTRICAL BENEFIT FUND. 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 designed 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 that 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.

Section 5.02. NATIONAL ELECTRICAL 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 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.

Section 5.03. ELECTRICAL WELFARE TRUST FUND. The individual Employer shall contribute and forward monthly to the Electrical Welfare Trust Fund an amount equal to seven dollars and forty-five cents (\$7.45) per hour for each hour worked, 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 contribution shall increase as follows:

<u>Effective Date</u>	<u>Contribution Rate</u>
June 1, 2020	\$7.70
November 2, 2020	\$7.95

For all Probationary Residential Trainees (RTPs), the individual Employer shall contribute and forward monthly to Electrical Welfare Trust Fund an amount equal to three dollars and sixty-five cents (\$3.65) per hour for each hour worked. 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 Sections 5.06, 5.07 and 5.08 of this Agreement and/or in the Trust Fund Agreements and/or in the Benefit Funds Agreement.

It is the intention of the parties that five cents (\$0.05) of the benefit contribution shall be used to purchase work-related accident insurance.

Section 5.04. JOINT APPRENTICESHIP AND TRAINING TRUST FUND. The individual Employer shall contribute and forward monthly to the Joint Apprenticeship and Training Trust Fund an amount equal to sixty-two cents (\$0.62) per hour for each hour worked, 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 Sections 5.06, 5.07, and 5.08 of this Agreement and/or in the Trust Fund Agreement and/or in the Benefit Fund Agreement.

Section 5.05. INDIVIDUAL ACCOUNT FUND. The individual Employer shall contribute and

forward monthly to the Electrical Workers Local No. 26 Individual Account Fund the following amounts per hour for each hour worked:

	Effective Date					
	06/04/18	11/05/18	06/03/19	11/04/19	06/01/20	11/02/20
Residential Wireman:	\$ 1.05	\$ 1.05	\$ 1.15	\$ 1.30	\$ 1.45	\$ 1.45
Residential Electrician:	\$ 2.10	\$ 2.10	\$ 2.30	\$ 2.60	\$ 2.90	\$ 2.90
5 th – 8 th Period Trainee:	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45

Each Employer is obligated to pay on behalf of the above-mentioned employees in this bargaining unit and 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 (30) 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 VI, Section 5.06, Section 5.07, Section 5.08, and/or in the Trust Fund Agreements and/or in the Benefit Fund Agreement.

Section 5.06. FAILURE TO REMIT PAYMENTS. Welfare, Apprenticeship and Training, Industry, NLMCF, LLMCF, Annuity, Pension, 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 this Article. 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 Union Funds as described above.

Section 5.07. SURETY BONDS. Any Employer who fails to meet the requirements of the first sentence of Section 5.06 may be required by the Trustees of each fund referenced in Section 5.06, 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.

Employers who employ employees after the effective date of this Agreement (who have not performed work in the jurisdiction for the preceding twelve 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 5.08. RECOVERY OF COSTS FROM COURT ACTION. If, as a result of violations of Article VI, VII, VIII, 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.

Section 5.09. PENSION TRUST FUND. The individual Employer shall contribute and forward monthly to the Electrical Workers Local No. 26 Pension Trust Fund an amount equal to one dollar and thirty cents (\$1.30) per hour for each hour worked, 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. This contribution rate increases as follows:

Effective Dates:	6/4/18	11/5/18	6/3/19	11/4/19
Rate Increases:	\$0.36	\$0.10	\$0.10	\$0.10

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 VI, Section 5.06, Section 5.07, and Section 5.08 of this Agreement and/or in the Trust Fund Agreement and/or in the Benefit Funds Agreement.

Section 5.10. SUBSTANCE ABUSE PROGRAM. The Substance Abuse Program is a supplement to this Agreement, contained in a separately published document.

ARTICLE VI **NATIONAL LABOR-MANAGEMENT COOPERATION FUND**

Section 6.01. 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 6.02. 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 6.03. 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 6.04. FAILURE TO REMIT CONTRIBUTIONS. 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 fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars (\$20.00) for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due

to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE VII
LOCAL LABOR-MANAGEMENT COOPERATION FUND (LLMCF)

Section 7.01. PURPOSE. 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 7.02. 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 LMCC, as provided in said Agreement and Declaration of Trust.

Section 7.03. LLMCF CONTRIBUTION. Each Employer shall contribute ten cents (\$0.10) per hour worked under applicable agreements 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 7.04. FAILURE TO REMIT CONTRIBUTIONS. 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 fifteen percent (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 VIII **SUPPLEMENTAL AGREEMENT AND DAY ROOM POLICY**

Section 8.01. SUPPLEMENTAL AGREEMENT. There are supplemental agreements which are part of this Agreement. The Supplemental Agreement for Referral Policy and Substance Abuse Program are contained in a separately published document.

Section 8.02. 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 4.16 and 4.17), 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 IX
SUBSTANCE ABUSE

Section 9.01. SUBSTANCE ABUSE. The dangers and costs that 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 abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE X
CODE OF EXCELLENCE

Section 10.01. CODE OF EXCELLENCE. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XI
ADMINISTRATIVE MAINTENANCE FUND

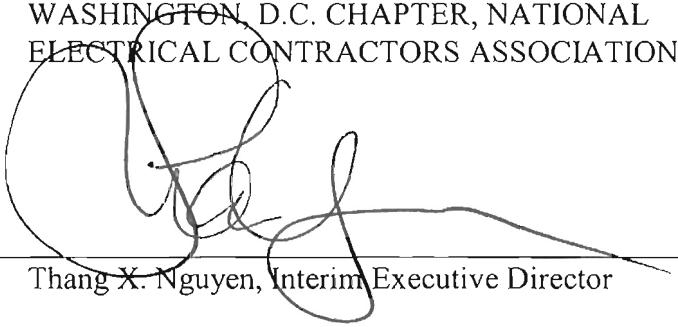
Section 11.01. ADMINISTRATIVE MAINTENANCE FUND. Signatory employers who do not contribute to the INDUSTRY FUND shall contribute fourteen cents (\$0.14) per hour worked by employees working under this agreement to the Administrative Maintenance Fund. Contributions will be made monthly, along with the regular Trust Fund contributions. Contributions will be utilized to offset expenses incurred by the Association in providing collective bargaining services. Such funds shall be administered solely by the Association, and shall not be used in any manner detrimental to the IBEW or the Local Union. Any collection activity required in relation to the Fund shall not be the responsibility of the Local Union.

ARTICLE XII
DEFERRED BENEFIT CONTRIBUTION

Section 12.01. DEFERRED BENEFIT CONTRIBUTION. Effective November 4, 2019, a contribution/payment of nineteen cents (\$0.19) per hour will be due (which, as of the renewal of the Agreement, has not been dedicated to a specific purpose). By June 30, 2019, the parties shall determine how the nineteen cents (\$0.19) will be utilized. Should the parties be unable to agree on the use of the nineteen cents (\$0.19), the matter shall be submitted to CIR for resolution.

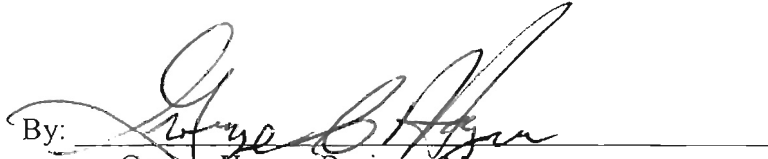
IN WITNESS WHEREOF, the parties have executed this Agreement on this
1st day of June, 2018.

WASHINGTON, D.C. CHAPTER, NATIONAL
ELECTRICAL CONTRACTORS ASSOCIATION

By: 

Thang X. Nguyen, Interim Executive Director

LOCAL UNION 26, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

By: 

George Hogan, Business Manager

Subject to the approval of the International President of the International Brotherhood of
Electrical Workers, AFL-CIO

Approved: _____
Lonnie R. Stephenson, International President

APPENDIX A
RESIDENTIAL TOOL LIST

ALL EMPLOYEES

- 1 - 9" side cutters with insulated handles
- 1 - claw hammer
- 1 - screw driver (straight blade)
- 1 - hack saw
- 1 - pair of wire strippers
- 1 - 6' rule
- 1 - nail apron
- 1 - hard-sole work shoes (no tennis shoes or other soft-sole shoes)

RESIDENTIAL TRAINEES 2-8, ELECTRICIAN, AND WIREMEN

- 1 - 600 volt, voltage tester (Wiggington type)
- 1 - 3-inch, 6-inch, and 12-inch screwdrivers
- 1 - 6-inch and 10-inch phillips screwdrivers
- 1 - pair of diagonal pliers
- 1 - pair of long-nose pliers
- 2 - pair of Channel lock pliers

RESIDENTIAL TRAINEES 5-8, ELECTRICIAN, AND WIREMEN

- 1 - flashlight
- 1 - continuity tester (or equivalent)
- 1 - polarity tester - plug-in type
- 1 - set of allen wrenches 1/16" thru 5/8"
- 1 - set of 6/32 thru 10/32 machine screw cutters
- 1 - 18" level or torpedo level
- 1 - awl

ALL FOREMEN

- 1 - National Electrical Code Book (current issue in use)

APPENDIX B
MARKET RECOVERY CONCESSION PROGRAM

Local 26, IBEW and the Washington, D.C. Chapter, NECA, in the interest of obtaining and retaining market share of the electrical construction industry, agree that during the life of the Residential Agreement the following provisions will be in effect:

TYPE OF WORK COVERED BY THIS AGREEMENT. This Agreement shall apply to the Counties and Cities of Virginia, and Maryland for -- new construction, renovations, and alterations of electrical facilities for:

High rise apartments and condominiums, schools, churches, warehouses, gasoline service stations, stores of 80,000 square feet and smaller which are within malls, other structures of four stories or less, and all related work including site work, parking areas, parking levels connected to such structures, streets, and sidewalks. (This Agreement shall not apply to heavy industrial projects, such as manufacturing and/or processing facilities.)

This Agreement shall apply to the District of Columbia for all structures built solely for residential use, and to residential maintenance work and residential service work.

BASIC WAGE RATES.

- (a) The following minimum wage rates shall be effective for Residential Wiremen working normal hours.

The required licenses are: District of Columbia, Virginia, and Montgomery County. Any individual who possesses a Residential Wireman license from any other jurisdiction may be classified as a Residential Wireman I for a period not to exceed nine months.

<u>Metropolitan Zone</u>	<u>Effective Dates</u>					
	<u>06/04/18</u>	<u>11/05/18</u>	<u>06/03/19</u>	<u>11/04/19</u>	<u>06/01/20</u>	<u>11/02/20</u>
1 License	\$29.61	\$29.86	\$30.21	\$30.56	\$30.96	\$31.36
2 Licenses	\$ 30.11	\$ 30.36	\$ 30.71	\$ 31.06	\$ 31.46	\$ 31.86
3 Licenses	\$ 30.61	\$ 30.86	\$ 31.21	\$ 31.56	\$ 31.96	\$ 32.36

<u>Shenandoah Zone</u>						
1 License	\$21.04	\$21.19	\$21.39	\$21.59	\$21.84	\$22.09
2 Licenses	\$ 21.54	\$ 21.69	\$ 21.89	\$ 22.09	\$ 22.34	\$ 22.59
3 Licenses	\$ 22.04	\$ 22.19	\$ 22.39	\$ 22.59	\$ 22.84	\$ 23.09

(b) The minimum wage rate for Residential Electrician (Residential Wireman Trainees that have completed 10,000 hours in the Program) shall be one dollar (\$1.00) in excess of the highest applicable Residential Wireman Trainee wage rate.

(c) Unless the parties agreed otherwise, the minimum wage rate for Residential Wireman Trainees shall be the following percentages of the Residential Wireman rate:

<u>Period</u>	<u>Qualification</u>	<u>Rate</u>
Probationary (RTP)	First 12 months/2000 hours worked	35%
First (RT1)	Additional 6 months/1000 hours worked	45%
Second (RT2)	Additional 6 months/1000 hours worked	50%
Third (RT3)	Additional 6 months/1000 hours worked	55%
Fourth (RT4)	Additional 6 months/1000 hours worked	60%
Fifth (RT5)	Additional 6 months/1000 hours worked	65%
Sixth (RT6)	Additional 6 months/1000 hours worked	70%
Seventh (RT7)	Additional 6 months/1000 hours worked	75%
Eighth (RT8)	Additional 6 months/1000 hours worked	80%

Effective June 5, 2017, Residential Wireman Trainees are required to complete:

1. The first-year Residential training curriculum before becoming entitled to fifty-five percent (55%) or more Residential Wireman Trainee wage rate.
2. The second-year Residential training curriculum before becoming entitled to seventy-five percent (75%) or more Residential Wireman Trainee wage rate.

SATURDAY MAKE-UP DAY.

(a). When Employees are not able to work due to circumstances outside the control of the Employer, such that the entire job is shut down, then these Employees may work Saturday at the "straight time" rate of pay provided, however, that the entire electrical crew is asked to work.

(b). If the entire crew is working an overtime situation, an Employee who has been absent during the regular work week may receive the "straight time" rate of pay.

This section does not pertain to scheduled work week of four ten-hour shifts (either day or night shifts).

SHIFT WORK – FOUR-TENS. 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 all hours worked, and workers on the graveyard shift shall receive ten hours pay at the regular hourly rate plus fifteen percent (15%)

for all hours worked.

NONUNIFORM SHIFTS. Shift work may be performed at times other than those specified in Section 3.14. Under such circumstances, the starting times of the shifts in Section 3.14 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 3.14.

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

SPECIAL CONDITIONS. On all jobs up to 200,000 square feet:

- (a) Overtimes rates under Section 3.01 shall be paid only after 40 hours are worked during a payroll week or 10 hours in a workday are worked.
- (b) Shift premiums do not apply.

LAY OFF RIGHTS. When laying off employees under Section 4.20:

- (a) The Employer shall have total discretion over who is laid off and who is not within each category in Section 4.20(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 journeymans 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 employees GROUP.

ORGANIZING/REFERRAL. When the Employer hires people under Section 4.06, the Employer will promptly notify the Business Manager of the names and social security numbers of such Employees. The Local Union will give immediate consideration to non-union employees recruited by contractors. The contractor shall notify the Local Union of these recruits upon hiring them. The Local Union will refer these employees to the recruiting employer. The only time that this may not take place would be in certain periods of excess unemployment.

TRAINING

RESIDENTIAL TRAINING SUBCOMMITTEE. There shall be a Residential Training Subcommittee of three (3) members representing the Chapter and three (3) members representing the Union. At least two (2) of the members representing the Chapter and at least two (2) of the members representing the Union shall be those actively engaged in performing residential work. This Subcommittee shall adopt local residential training standards in conformity with the National Residential Training Standards for the Electrical Contracting Industry. It shall also be responsible for training residential wiremen and others. These local standards will be promptly agreed upon by the parties to this Agreement and shall be registered by the local JATC with the National Joint Apprenticeship and Training Committee.

TERM. Members of the Residential Training Subcommittee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one (1) Chapter and one (1) Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Subcommittee member may succeed himself.

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

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

DUTIES. The Subcommittee shall supervise all matters involving Residential training in conformity with the provisions of this Agreement and the registered local Residential Training Standards. In case of a deadlock, the matter in dispute shall be referred to the Local Joint Apprenticeship and Training Committee for settlement. Any proposed changes in this Agreement pertaining to Residential training should first be considered by the Residential Committee for their recommendation before being acted upon by the parties to this Agreement.

AUTHORITY. In order to provide diversity of training or work opportunities, the Subcommittee shall have full authority to transfer trainees from one job or Employer to another. All transfers and assignments for work shall be issued by the Subcommittee.

TRAINEES. All trainees employed under the terms of this Agreement shall be immediately registered with the Residential Training Subcommittee. A trainee who has completed his six-month probationary period may be removed from training by the Residential Training Committee, in accordance with its rules, for cause. Such removal by the Committee also cancels his classification of trainee and the opportunity to complete his training.

Each Employer shall be allowed a ratio of one (1) Trainee to one (1) Residential Wireman. Such ratio shall not be exceeded on any job.

TRAINEE SUPERVISION. Residential Trainees shall be under the direct personal supervision of a Residential Wireman at all times. When a Residential Wireman and a Residential Trainee are working together and it becomes necessary for the Residential Wireman to leave for a short period of time, it should not be necessary for the Residential Trainee to accompany the Residential Wireman. A Residential Trainee shall not be permitted to work alone on any job, however, regardless of the type of work involved or regardless of the length of time needed to do the job, except as provided in this Section.