

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 5

GDT ELECTRICAL, INC. d/b/a GARDNER  
ELECTRICAL CORP. and TELLER  
ELECTRICAL CORP. d/b/a GARDNER  
ELECTRICAL CORP. and SUN POWER AND  
ELECTRIC, LLC, AS ALTER EGOS

and

Case 5-CA-34956

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL NO. 80

GDT ELECTRICAL, INC. d/b/a GARDNER  
ELECTRICAL CORP. and TELLER  
ELECTRICAL CORP. d/b/a GARDNER  
ELECTRICAL CORP. and SUN POWER AND  
ELECTRIC, LLC, AS ALTER EGOS

and

Case 5-CA-34957

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL NO. 1340

MOTION TO TRANSFER PROCEEDINGS TO THE  
BOARD AND MOTION FOR DEFAULT JUDGMENT

Pursuant to Sections 102.24 and 102.50 of the National Labor Relations Board Rules and Regulations and Statement of Standard Procedures, Series 8, as amended, herein called the Rules, Counsel for the Acting General Counsel respectfully moves that the National Labor Relations Board, herein referred to as the Board: (1) transfer this case and continue the proceedings before the Board; (2) deem the allegations set forth in the Compliance Specification and Notice of Hearing in Cases 5-CA-34956 and 5-CA-34957, issued on March 28, 2012, as admitted to be true without taking evidence supporting the allegations in the Compliance

Specification; and (3) grant Default Judgment and issue a Decision and Order herein on the basis of the following:

1. On March 28, 2012, the Regional Director for Region 5 issued a Compliance Specification and Notice of Hearing, herein called the Compliance Specification, in the above-captioned matter. A copy of the Compliance Specification, affidavit of service, and proof of receipt are attached as Exhibits 1, 2, and 3.<sup>1</sup>

2. The Compliance Specification states, in pertinent part, that Respondent shall file an answer to the Compliance Specification by April 18, 2012, and absent such action, all the allegations in the Compliance Specification may be deemed to be true and may be so found by the Board. Respondent did not file an answer to the Compliance Specification by April 18, 2012.

3. By letter dated, April 25, 2012, Respondent was advised by the Region 5 Compliance Officer that Respondent had not filed an answer to the Compliance Specification, and that absent the filing of an answer to the Compliance Specification by May 2, 2012, a Motion for Default Judgment would be filed. As of today, May 14, 2012, no answer had been filed and Respondent has given no satisfactory reason for its failure to do so. A copy of the April 25, 2012 letter to Respondent with Certified Mail Receipt and proof of receipt are attached as Exhibits 4 and 5.<sup>2</sup>

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<sup>1</sup> The Compliance Specification was mailed to the four addresses that the Region had on file for the Respondent. As shown on the USPS Track & Confirm document, two copies were successfully delivered to the Respondent (receipts ending in 6865 and 6858).

<sup>2</sup> The Reminder Letter was mailed to the four addresses that the Region had on file for the Respondent. As shown on the USPS Track & Confirm document, three of the copies were successfully delivered to the Respondent (receipts ending in 6889, 6919, and 6896).

4. On May 14, 2012, the Regional Director issued, by certified United States mail, an Order Postponing Hearing Indefinitely. A copy of the Order Postponing Hearing Indefinitely and the Affidavit of Service are attached as Exhibits 6 and 7, respectively.

WHEREFORE, Counsel for the Acting General Counsel respectfully requests, in accordance with Section 102.24 and 102.50 of the Board's Rules and Regulations, that the Board deem all matters alleged in the Compliance Specification to be true, and that they be so found, and that a Decision and Order be issued containing findings of fact, conclusions of law, and an appropriate remedy for the violations herein.

Dated at Baltimore, Maryland, this 15<sup>th</sup> day of May 2012.

Respectfully submitted,

/s/ Crystal S. Carey

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Crystal S. Carey  
Counsel for the Acting General Counsel  
National Labor Relations Board, Region 5  
103 S. Gay Street, 8<sup>th</sup> Floor  
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crystal.carey@nlrb.gov

**CERTIFICATE OF SERVICE**

This is to certify that on this 15th day of May 2012, a copy of the Motion To Transfer Proceedings To The Board and for Default Judgment has been served on the following by electronic mail:

Jonathan D. Newman, Esq.  
Sherman, Dunn, Cohen, Leifer & Yellig, P.C.  
900 7<sup>th</sup> Street, NW, Suite 1000  
Washington, DC 20001  
newman@shermardunn.com

This will further certify that on this 15<sup>th</sup> day of May 2012, the following were informed by telephone that a copy of the Acting General Counsel's Motion to Transfer Proceedings to the Board and for Default Judgment was being electronically filed on May 15, 2012, and that a copy was being sent by United Parcel Service overnight delivery to:

Mr. Raymond Teller  
Teller Electrical Corp  
d/b/a Gardner Electrical Corp  
4693 Shoulders Hill Road  
Suffolk, VA 23435

/s/ Crystal S. Carey

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Crystal S. Carey  
Counsel for the Acting General Counsel  
National Labor Relations Board, Region 5,  
103 S. Gay Street, 8<sup>th</sup> Floor  
Baltimore, MD 21202-4061  
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UNITED STATES OF AMERICA  
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INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL NO. 80

GDT ELECTRICAL, INC. d/b/a GARDNER  
ELECTRICAL CORP. and TELLER  
ELECTRICAL CORP. d/b/a GARDNER  
ELECTRICAL CORP. and SUN POWER AND  
ELECTRIC, LLC, AS ALTER EGOS

and

Case 5-CA-34957

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL NO. 1340

**COMPLIANCE SPECIFICATION AND**  
**NOTICE OF HEARING**

On May 9, 2011, the National Labor Relations Board, herein called the Board, issued its default Order, 356 NLRB No. 154, finding that GDT Electrical Inc., d/b/a Gardner Electrical Corp., (Respondent GDT), engaged in unfair labor practices within the meaning of Section 8(a)(1), (3) and (5) of the Act. The Board ordered Respondent GDT, inter alia:

- A. To offer Michael Rodney Cartwright (discriminatee) full reinstatement to his former position, or if such position no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

- B. To make Michael Rodney Cartwright whole for any loss of earnings and other benefits suffered as a result of his unlawful discharge, with interest, in the manner set forth in the remedy section of the decision.
- C. To remove from its files all references to the unlawful discharge of Michael Rodney Cartwright, and within 3 days thereafter, notify him in writing that this has been done and that the unlawful discharge will not be used against him in any way.
- D. To recognize and bargain in good faith with International Brotherhood of Electrical Workers, Local 80 (Local 80) as the limited exclusive bargaining representative employees in the unit performing work within Local 80's jurisdiction; and to recognize and bargain in good faith with International Brotherhood of Electrical Workers, Local 1340 (Local 1340) as the limited exclusive bargaining representative employees in the unit performing work within Local 1340's jurisdiction; and to honor and comply with the terms of the Local 80 agreement and the Local 1340 agreement, and any automatic extensions thereof.
- E. To make whole unit employees for any loss of earnings or other benefits they may have suffered as a result of its failure, since about November 5, 2008, to comply with the provisions of its collective-bargaining agreements, with interest, as set forth in the remedy section of the decision.
- F. To make all health and welfare fund and local pension fund contributions that have not been made since about November 5, 2008, and reimburse unit employees for any expenses ensuing from its failure to make the required payments, in the manner set forth in the remedy section of the decision.
- G. To furnish Local 80 with the information requested in its letter of March 12, 2009.

H. To post the Notice to Employees.

Respondent GDT has failed to comply with any provision of the Board's Order.

As controversies presently exist over: whether Teller Electrical Corp, d/b/a Gardner Electrical Corp. (Respondent Teller Electrical) is a successor and alter ego to Respondent GDT; whether Sun Power and Electric, LLC, (Respondent Sun Power) is a successor and alter ego to Respondent Teller Electrical; the liability of Respondent Teller Electrical and Respondent Sun Power, jointly and severally with Respondent GDT, to fulfill the remedial obligations of the Board's Order, including to reinstate Michael Rodney Cartwright, remove any reference to Cartwright's termination from Respondents files, bargain with Local 80 and Local 1340, and to provide information requested to Local 80; the amounts of backpay due Michael Rodney Cartwright; and the amount of monies due the Charging Party Unions' benefit funds under the Board's Order, the Acting General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issues this Compliance Specification and Notice of Hearing and alleges as follows:

1. (a) At all material times, and continuing until about June 10, 2009, Respondent GDT, a Virginia corporation, with an office and place of business in Norfolk, Virginia was an electrical contractor in the building and construction industry doing commercial and industrial construction.

(b) Since an unspecified time in 2008 through about June 10, 2009, Raymond "Gregg" Teller (Gregg Teller):

(i) was the president and vice-president of Respondent GDT, and;

(ii) with Deborah Teller owned 100 percent of the stock in Respondent GDT,

and;

(iii) was a supervisor within the meaning of Section 2(11) of the Act and an agent within the meaning of Section 2(13) of the Act of Respondent GDT.

(c) Since an unspecified time in 2008 through about June 12, 2009, Deborah P. Teller (Deborah Teller):

(i) served as the secretary of Respondent GDT and;

(ii) with Gregg Teller owned 100 percent of the stock in Respondent GDT,

and;

(iii) was an agent within the meaning of Section 2(13) of the Act of Respondent GDT.

2. (a) Since about April 14, 2009 and continuing to about August 31, 2010, Respondent Teller Electrical, a Virginia corporation with an office and place and business in Norfolk, Virginia has been an electrical contractor in the building and construction industry doing commercial and industrial construction.

(b) Since about April 14, 2009, through about June 22, 2010, Gregg Teller:

(i) was the owner, vice-president, and a member of the Board of Directors of Respondent Teller Electrical, and;

(ii) with Deborah Teller owned 100 percent of the stock in Respondent Teller Electrical, and;

(iii) was a supervisor within the meaning of Section 2(11) of the Act and an agent within the meaning of Section 2(13) of the Act of Respondent Teller Electrical.

(c) Since about April 14, 2009, through about June 22, 2010, Deborah Teller:

(i) was the president and a member of the Board of Directors of Respondent Teller Electrical, and;

(ii) with Gregg Teller owned 100 percent of the stock in Respondent Teller Electrical and;

(iii) was an agent within the meaning of Section 2(13) of the Act of Respondent Teller Electrical.

3. At all times from about April 14, 2009, to about June 22, 2010, Respondent Teller Electrical has maintained the same business address, business telephone, business name, and goodwill as Respondent GDT.

4. At all times since April 14, 2009, Respondent Teller Electrical employed at least three individuals who were previously employed by Respondent GDT.

5. At all times since about April 15, 2009, Respondent GDT, Gregg Teller, and Deborah Teller have shown a lack of respect for the separate identity of the corporation and a lack of an arm's length transaction by inadequately documenting the sale of Respondent GDT's property and assets to Respondent Teller Electrical, and by representing that the entities were the same company.

6. (a) Since April 14, 2009, and continuing until June 22, 2010, Respondent Teller Electrical displayed the business name of Respondent GDT on its work trucks.

(b) Since April 14, 2009, and continuing until June 22, 2010, Respondent Teller Electrical used the same bucket trucks and work vans of Respondent GDT and used the same Department of Transportation registration number as Respondent GDT.

(c) Since on or about April 14, 2009, and continuing until an unknown date, Respondent Teller Electrical used the same construction trailers, equipment and vehicles previously used by Respondent GDT.

7. At all times since about May 21, 2009, Respondent Teller Electrical used Respondent GDT's account experience with the Virginia Employment Commission to pay a lower unemployment tax assessment than it would have paid had it established a new account.

8. (a) At all times since June 25, 2009, Respondent Teller Electrical modified and used a line of credit with Monarch Bank previously extended to Respondent GDT.

(b) At all times since June 25, 2009, Respondent Gregg Teller's signature was required on all loan documents as Director of Respondent Teller Electrical.

9. (a) At all material times, Respondent GDT and Respondent Teller Electrical have had substantially identical management, business purposes, operations, equipment, customers, and supervision, as well as ownership.

(b) At all material times, Gregg Teller made all major business decisions for Respondent GDT and for Respondent Teller Electrical, including but not limited to, corporate activities, daily labor relations, work to be performed, and financial matters.

(c) About April 14, 2009, Respondent Teller Electrical was established by Respondent GDT and Gregg Teller and Deborah Teller as a subordinate instrument to and a disguised continuation of Respondent GDT.

(d) Respondent GDT established Respondent Teller Electrical as described above in paragraph 9(d), for the purpose of evading its responsibilities under the Act and its obligations in 356 NLRB No. 154.

(e) Based on the operations and conduct described above in paragraphs 1 through 9(d), Respondent GDT and Respondent Teller Electrical are, and have been at all material times, alter egos within the meaning of the Act.

10. (a) Since about June 22, 2010, and continuing to date, Respondent Sun Power, a Virginia limited liability company with an office and place and business in Suffolk, Virginia, has been an electrical contractor in the building and construction industry doing commercial and industrial construction.

(b) Since about June 22, 2010, Gregg Teller:

(i) has been the president, chief executive officer, and operations manager of Respondent Sun Power and;

(ii) is a supervisor within the meaning of Section 2(11) of the Act and an agent within the meaning of Section 2(13) of the Act of Respondent Sun Power.

11. At all times since June 22, 2012, Respondent Sun Power employed at least three individuals who were previously employed by Respondent Teller Electrical.

12. (a) Since about June 22, 2010, and continuing to date, Gregg Teller has negotiated with suppliers, including but not limited to, Mayer Electric and Rexel, on behalf of Respondent Sun Power.

(b) Since about June 22, 2010, and continuing to date, lines of credit issued by suppliers, including but not limited to, Mayer Electric and Rexel, to Respondent Teller Electrical were used by Respondent Sun Power.

(c) Since about June 22, 2010, and continuing to date, Respondent Sun Power assumed Respondent Teller Electrical's debts to suppliers.

(d) Since about June 22, 2010, and continuing to date, Respondent Sun Power has completed work on contracts by performing services commenced by Respondent Teller Electrical.

13. (a) At all material times, Respondent Teller Electrical and Respondent Sun Power have had substantially identical management, business purposes, operations, customers, and supervision.

(b) At all material times, Gregg Teller made all major business decisions for Respondent Teller Electrical and Respondent Sun Power, including but not limited to, corporate activities, daily labor relations, work to be performed, and financial matters.

(c) About June 22, 2010, Respondent Sun Power was established by Respondent GDT and Respondent Teller Electrical as a subordinate instrument to and a disguised continuation of Respondent Teller Electrical and Respondent GDT.

(d) Respondent GDT and Respondent Teller Electrical established Respondent Sun Power as described above in paragraph 13(c), for the purpose of evading its responsibilities under the Act and its obligations in 356 NLRB No. 154.

(e) Based on the operations and conduct described above in paragraphs 1 through 13(d), Respondent GDT, Respondent Teller Electrical and Respondent Sun Power are, and have been at all material times, alter egos within the meaning of the Act.

(f) Respondent GDT, Respondent Teller Electrical and Respondent Sun Power are hereinafter collectively called Respondents.

### **WAGES DUE**

14. The backpay period for Michael Rodney Cartwright (Cartwright) begins on January 15, 2009 and continues until Respondents make a valid offer of reinstatement. As no such offer has been tendered, the backpay period continues.

15. An appropriate measure of gross backpay for Cartwright is the amount he would have earned if continually employed by Respondent GDT, and/or Respondent Teller Electrical, and/or Respondent Sun Power during the backpay period to date.

16. (a) The calendar quarter gross backpay Cartwright would have earned is defined as the sum of calendar quarter regular earnings and overtime earnings and is set forth in Exhibit A.

(b) Calendar quarter regular earnings are computed by multiplying the number of regular hours Cartwright would have worked in the calendar quarter by the appropriate wage rate, as set forth in paragraph 16(f).

(c) Cartwright would not have worked any overtime hours during the backpay period.

(d) Regular hours are based on the average regular hours worked per quarter by Cartwright during the six months prior to his discharge.

(e) The average regular hours worked per quarter by Cartwright is 483.

(f) The appropriate hourly wage rates for Cartwright, including periodic increases to his hourly wage rate as defined in Section 3.08a of the applicable collective-bargaining agreements with Local 80, are:

January 15, 2009 through February 28, 2010	\$22.80
March 1, 2010 through May 31, 2011	\$23.05
June 1, 2011 through November 30, 2011	\$23.55
December 1, 2011 through present	\$24.05

17. Calendar quarter interim earnings are the wages Cartwright received from interim employers during the backpay period, computed on a quarterly basis. Cartwright had interim earnings during the backpay period as set forth in Exhibit A.

18. The calendar quarter net backpay is the difference between the calendar quarter gross backpay and calendar quarter net interim earnings. The calendar quarter net backpay due is set forth in Exhibit A.

19. Cartwright is entitled to reimbursement of expenses incurred during the backpay period that would have otherwise been covered had he worked continually for Respondents. Expenses incurred by Cartwright are set forth in Exhibit A.

20. As described below in paragraph 21(a), Respondents also owe contributions to various benefit funds on Cartwright's behalf. The method used to calculate the amounts, and the amounts due on Cartwright's behalf, are set forth below and in Exhibit A.

#### **FUND PAYMENTS – Local 80**

21. (a) At all times since November 5, 2008 and continuing to date, Respondents are obligated to make contributions to various benefits funds in accordance with its collective-bargaining agreements (CBA) with Local 80. Local 80's CBAs covering the relevant time period are attached as Exhibit B.

(b) Beginning on November 5, 2008, and continuing to date, Respondents failed to make contributions to five funds set forth in the CBAs with Local 80: (1) National Electrical Benefit Fund (NEBF – Local 80); (2) Tidewater Electrical Industry Health Fund (TEIH); (3) Tidewater Electrical Industry Pension Fund (TEIP); (4) Southern Electrical Retirement Fund (SERF – Local 80); and (5) Joint Apprenticeship and Training Trust Fund (JATF – Local 80).

(c) Contributions to each fund are based, in part, on the number of employees employed by Respondents in the bargaining unit working within Local 80's geographical jurisdiction (Unit 80). The number of employees in Unit 80 for the time period described in paragraph 21(a) is estimated based on limited available documents and without the cooperation of Respondents.

(i) Michael Rodney Cartwright is a member of Unit 80.

(ii) In addition to Cartwright, the number of employees employed by Respondents in Unit 80 during each quarter in the time period described in paragraph 21(a) is set forth in Exhibits C through G.

(d) Contributions to each fund are further based, in part, on the number of hours each employee in Unit 80 worked. The number of hours worked by employees in Unit 80 for the time period described in paragraph 21(a) are estimated based on limited available documents and without the cooperation of Respondents.

(e) The average regular hours worked by each known discriminatee in Unit 80 during the backpay period is 141 hours per month. The average regular hours worked per week by each known discriminatee in Unit 80 is calculated by multiplying 141 hours by three months and then dividing by 13 weeks in the quarter. The average weekly hours worked during the backpay period is 32.5.

(f) Contributions to each fund are further based, in part, on a percentage of Respondents' gross weekly or gross monthly payroll. Respondents' gross weekly and gross monthly payroll for the time period described in paragraph 21(a) is estimated based on limited available documents and without the cooperation of Respondents.

(g) Hourly rates of pay for employees in Unit 80 are set forth in Section 3.08(a) of Local 80's CBAs, and are the same as those set forth in paragraph 16(f).

(h) Gross weekly payroll is calculated by multiplying the hourly rates in paragraph 16(f) by the number of hours worked described in paragraph 21(e), by the number of employees described in paragraph 21(c) and set forth in Exhibits C through G. Gross monthly payroll can be calculated by multiplying the hourly rates in paragraph 16(f) by the number of hours worked described in paragraph 21(e), by the number of employees described in paragraph 21(c) and set forth in Exhibits C through G.

22. (a) A description of the National Electrical Benefit Fund (NEBF – Local 80) is found in Section 5.01 of Local 80’s CBAs. According to the CBAs, Respondents shall contribute to the NEBF – Local 80 3 percent of its gross monthly payroll.

(b) As detailed in Exhibit C, Respondents owe the NEBF – Local 80 \$10,214.22, for the period November 5, 2008, to the date of the issuance of this Compliance Specification and Notice of Hearing, on behalf of the known discriminatees in Unit 80.

23. (a) A description of the Tidewater Electrical Industry Health Fund (TEIH) is found in Section 5.04 of Local 80’s CBAs. According to the CBAs, Respondents shall contribute to the TEIH \$4.50 per hour for each compensable hour worked by each Unit 80 employee.

(b) As detailed in Exhibit D, Respondents owe the TEIH \$66,433.50, for the period November 5, 2008, to the date of the issuance of this Compliance Specification and Notice of Hearing, on behalf of the known discriminatees in Unit 80.

24. (a) A description of the Tidewater Electrical Industry Pension Fund (TEIP) is found in Section 5.05 of Local 80’s CBAs. According to the CBAs, Respondents shall contribute to the TEIP 7 percent of its gross weekly payroll for the period ending February 28, 2010; and 9.17 percent of its gross weekly payroll for the period March 1, 2010, to date.

(b) As detailed in Exhibit E, Respondents owe the TEIP \$29,938.51, for the period November 5, 2008, to the date of the issuance of this Compliance Specification and Notice of Hearing, on behalf of the known discriminatees in Unit 80.

25. (a) A description of the Southern Electrical Retirement Fund (SERF – Local 80) is found in Section 5.06 of Local 80’s CBAs. According to the CBAs, Respondents shall contribute to the SERF – Local 80, \$0.25 per hour for each compensable hour worked by each Unit 80 employee for the period ending February 28, 2010. For the period March 1, 2010 to date, the rate is \$0.50 per hour for each compensable hour worked by each Unit 80 employee.

(b) As detailed in Exhibit F, Respondents owe the SERF – Local 80 \$5,594.25, for the period November 5, 2008, to the date of the issuance of this Compliance Specification and Notice of Hearing, on behalf of the known discriminatees in Unit 80.

26. (a) A description of the Joint Apprenticeship and Training Fund (JATF – Local 80) is found in Section 5.08 of Local 80’s CBAs. According to the CBAs, Respondents shall contribute to the JATF – Local 80 2 percent of its gross monthly payroll for the period ending February 28, 2010; and 2.5 percent for the period March 1, 2010, to date.

(b) As detailed in Exhibit G, Respondents owe the JATF – Local 80 \$7,696.86, for the period November 5, 2008, to the date of the issuance of this Compliance Specification and Notice of Hearing, on behalf of the known discriminatees in Unit 80.

**FUND PAYMENTS – Michael Rodney Cartwright**

27. (a) Respondents also owe contributions to Local 80’s Funds, described in paragraph 21(b) on behalf of Cartwright. The method and rates used to calculate the amounts is the same as described above in paragraphs 22(a), 23(a), 24(a), 25(a) and 26(a).

(b) The regular hours per quarter worked by Cartwright are set forth above in paragraph 16(e).

(c) The hourly wage rates for Cartwright are set forth above in paragraph 16(f).

(d) As set forth in Exhibit A, for the period November 5, 2008, to the date of the issuance of this Compliance Specification and Notice of Hearing, Respondents owe the following amounts to the Funds on Cartwright's behalf:

(i) \$4,454.59 to the NEBF – Local 80.

(ii) \$28,885.50 to the TEIH.

(iii) \$12,431.75 to the TEIP.

(iv) \$2,611.00 to the SERF – Local 80.

(v) \$3,439.25 to the JATF – Local 80.

#### **FUND PAYMENTS – Local 1340**

28. (a) At all times since November 5, 2008 and continuing to date, Respondents are obligated to make contributions to various benefits funds in accordance with its collective-bargaining agreements (CBA) with Local 1340. Local 1340's CBAs covering the relevant time period are attached as Exhibit H.

(b) Beginning on November 5, 2008, and continuing to date, Respondents failed to make contributions to four funds set forth in the CBAs with Local 1340: (1) National Electrical Benefit Fund (NEBF – Local 1340); (2) NECA/IBEW Family Medical Care Trust Fund (Medical Fund); (3) Southern Electrical Retirement Fund (SERF – Local 1340); and (4) Joint Apprenticeship and Training Trust Fund (JATF – Local 1340).

(c) Contributions to each fund are based, in part, on the number of employees employed by Respondents in the bargaining unit working in Local 1340's geographical

jurisdiction (Unit 1340). The number of employees in the Unit for the time period described in paragraph 28(a) is estimated based on limited available documents and without the cooperation of Respondents. The number of employees employed by Respondents in Local 1340's jurisdiction during each quarter in the time period described in paragraph 21(a) is set forth in Exhibits I through L. Michael Rodney Cartwright is not a member of Unit 1340.

(d) Contributions to each fund are further based, in part, on the number of hours each employee in Unit 1340 worked. The number of hours worked by employees in Unit 1340 for the time period described in paragraph 28(a) are estimated based on limited available documents and without the cooperation of Respondents.

(e) The average regular hours worked by each known discriminatee in Unit 1340 during the backpay period is 112 hours per month. The average regular hours worked per week by each known discriminatee in Unit 1340 is calculated by multiplying 112 hours by three months and then dividing by 13 weeks in the quarter. The average weekly hours worked during the backpay period is 26.

(f) Contributions to each fund are further based, in part, on a percentage of Respondents' gross weekly payroll. Respondents' gross weekly payroll for the time period described in paragraph 28(a) is estimated based on limited available documents and without the cooperation of Respondents.

(g) Hourly rates of pay for employees in Unit 1340 are set forth in Section 3.09(a) of Local 1340's CBAs, and are as follows:

November 5, 2008 through November 30, 2008	\$22.50
December 1, 2008 through March 31, 2009	\$23.16
April 1, 2009 through November 30, 2009	\$22.72
December 1, 2009 through November 30, 2010	\$23.80

December 1, 2010 through the present

\$24.88

(h) Gross weekly payroll is calculated by multiplying the hourly rates in paragraph 28(g) by the number of hours worked described in paragraph 28(e), by the number of employees described in paragraph 28(c) and set forth in Exhibits I through L. Gross monthly payroll is calculated by multiplying the hourly rates in paragraph 28(g) by the number of hours worked described in paragraph 28(e), by the number of employees described in paragraph 28(c) and set forth in Exhibits I through L.

29. (a) A description of the National Electrical Benefit Fund (NEBF – Local 1340) is found in Section 6.01 of Local 1340’s CBAs. According to the CBAs, Respondents shall contribute to the NEBF – Local 1340 3% of its gross monthly payroll.

(b) As detailed in Exhibit I, Respondents owe the NEBF – Local 1340 \$4,690.05, for the period November 5, 2008, to the date of the issuance of this Compliance Specification and Notice of Hearing, on behalf of the known discriminatees in Unit 1340.

30. (a) A description of the NECA/IBEW Family Medical Care Trust Fund (Medical Fund) is found in Section 6.04 of Local 1340’s CBAs. According to the CBAs, Respondents shall contribute to the Medical Fund \$3.90 per hour for each compensable hour worked by each Unit 1340 employee for the period ending November 30, 2008; \$4.50 per hour for the period December 1, 2008, to March 31, 2009; and \$5.00 per hour for the period April 1, 2009, to date.

(b) As detailed in Exhibit J, Respondents owe the Medical Fund \$32,302.20, for the period November 5, 2008, to the date of the issuance of this Compliance Specification and Notice of Hearing, on behalf of the known discriminatees in Unit 1340.

31. (a) A description of the Southern Electrical Retirement Fund (SERF – Local 1340) is found in Section 6.06 of Local 1340’s CBAs. According to the CBAs, Respondents shall contribute to the SERF – Local 1340, 7.5 percent of its gross weekly payroll.

(b) As detailed in Exhibit K, Respondents owe the SERF – Local 1340 \$11,791.81, for the period November 5, 2008, to the date of the issuance of this Compliance Specification and Notice of Hearing, on behalf of the known discriminatees in Unit 1340.

32. (a) A description of the Joint Apprenticeship and Training Fund (JATF – Local 1340) is found in Section 5.16 of Local 1340’s CBAs. According to the CBAs, Respondents shall contribute to the JATF – Local 1340 1.5 percent of its gross monthly payroll for the period ending November 30, 2008; and 2 percent for the period December 1, 2008, to date.

(b) As detailed in Exhibit L, Respondents owe the JATF – Local 1340 \$3,115.67, for the period November 5, 2008, to the date of the issuance of this Compliance Specification and Notice of Hearing, on behalf of the known discriminatees in Unit 1340.

### SUMMARY

33. Respondents are obligated to take the following affirmative actions contained in the Board’s Order:

(a) Offer reinstatement to Michael Rodney Cartwright;

(b) Remove from its files all references to the unlawful discharge of Michael Rodney Cartwright, and notify him within 3 days thereafter, in writing that this has been done and that the unlawful discharge will not be used against him in any way;

(c) Recognize and bargain in good faith with Local 80 as the limited exclusive bargaining representative employees in the unit performing work within Local 80's jurisdiction; and to recognize and bargain in good faith with Local 1340 as the limited exclusive bargaining

representative employees in the unit performing work within Local 1340's jurisdiction; and to honor and comply with the terms of the Local 80 agreement and the Local 1340 agreement, and any automatic extensions thereof;

(d) To furnish Local 80 with the information requested in its letter of March 12, 2009; and

(e) To post the Notice to Employees.

34. Based on the facts and calculations specified above and in Exhibits A and Exhibits C through G, and Exhibits I through L, the obligations of Respondents to make whole various funds and discriminatee Cartwright for the period November 5, 2008, to the date of the issuance of this Compliance Specification and Notice of Hearing, will be discharged by the payment of \$247,388.16, plus interest accrued to the date of payment, broken down by the amounts set forth in subparagraphs (a) through (j) below:

(a) payment to Michael Rodney Cartwright of \$22,492 in net backpay and \$1,297 in expenses as described in Exhibit A, plus interest to date of payment; Respondents are further obligated to remit to the appropriate taxing authority the Employer's share of FICA contributions.

(b) payment to NEBF – Local 80 \$14,668.81 (\$10,214.22 for Unit 80 and \$4,454.59 for Cartwright), plus interest accrued to the date of payment.

(c) payment to TEIH \$95,319 (\$66,433.50 for Unit 80 and \$28,885.50 for Cartwright), plus interest accrued to the date of payment.

(d) payment to TEIP \$42,370.26 (\$29,938.51 for Unit 80 and \$12,431.75 for Cartwright), plus interest accrued to the date of payment.

(e) payment to SERF – Local 80 \$8,205.25 (\$5,594.25 for Unit 80 and \$2,611 for Cartwright), plus interest accrued to the date of payment.

(f) payment to JATF – Local 80 \$11,136.11 (\$7,696.86 for Unit 80 and \$3,439.25 for Cartwright), plus interest accrued to the date of payment.

(g) payment to NEBF – Local 1340 \$4,690.05, plus interest accrued to the date of payment.

(h) payment to Medical Fund \$32,302.20, plus interest accrued to the date of payment.

(i) payment to SERF – Local 1340 \$11,791.81, plus interest accrued to the date of payment.

(j) payment to JATF – Local 1340 \$3,115.67, plus interest accrued to the date of payment.

35. The Acting General Counsel seeks an Order requiring Respondents to make the above-defined payments immediately in order to satisfy its obligation under the Board's Order only for the period November 5, 2008 through the date of issuance of the Compliance Specification and Notice of Hearing.

36. Respondents' future obligations to pay backpay to Michael Rodney Cartwright and to make contributions to the Funds identified in this Compliance Specification and Notice of Hearing continue until Respondents make a valid offer of reinstatement to Michael Rodney Cartwright and take the affirmative actions contained in the Board's Order and listed above in paragraphs 33 (a) through (e). Accordingly, Respondents' financial liability is continuing and additional amounts may be due, as described below in paragraphs (a) through (j).

(a) Backpay for Michael Rodney Cartwright will continue to accrue, subject to changes in wages, interim earnings, and hours worked, plus interest to date of payment.

Respondents are further obligated to remit to the appropriate taxing authority the Employer's

share of FICA contributions. Fund contributions on Cartwright's behalf will continue to accrue subject to changes to contractual contribution rates and number of hours worked.

(b) Contributions to NEBF – Local 80 will continue to accrue, subject to changes to contractual contribution rates, number of employees employed in Unit 80, and number of hours worked, plus interest to date of payment.

(c) Contributions to TEIH will continue to accrue, subject to changes to contractual contribution rates, number of employees employed in Unit 80, and number of hours worked, plus interest to date of payment.

(d) Contributions to TEIP will continue to accrue, subject to changes to contractual contribution rates, number of employees employed in Unit 80, and number of hours worked, plus interest to date of payment.

(e) Contributions to SERF – Local 80 will continue to accrue, subject to changes to contractual contribution rates, number of employees employed in Unit 80, and number of hours worked, plus interest to date of payment.

(f) Contributions to JATF – Local 80 will continue to accrue, subject to changes to contractual contribution rates, number of employees employed in Unit 80, and number of hours worked, plus interest to date of payment.

(g) Contributions to NEBF – Local 1340 will continue to accrue, subject to changes to contractual contribution rates, number of employees employed in Unit 1340, and number of hours worked, plus interest to date of payment.

(h) Contributions to Medical Fund will continue to accrue, subject to changes to contractual contribution rates, number of employees employed in Unit 1340, and number of hours worked, plus interest to date of payment.

(i) Contributions to SERF – Local 1340 will continue to accrue, subject to changes to contractual contribution rates, number of employees employed in Unit 1340, and number of hours worked, plus interest to date of payment.

(j) Contributions to JATF – Local 1340 will continue to accrue, subject to changes to contractual contribution rates, number of employees employed in Unit 1340, and number of hours worked, plus interest to date of payment.

37. The Acting General Counsel seeks an Order adopting the methods described in this Compliance Specification and Notice of Hearing to calculate future amounts of backpay and fund contributions and authorizing the Regional Director to determine future amounts of backpay and fund contributions due without the issuance of another Compliance Specification and Notice of Hearing.

#### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it must file an answer to the Compliance Specification. The answer must be **received by this office on or before April 18, 2012, or postmarked on or before April 17, 2012.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov tab**, select **E-Filing** and then follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the

due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.56. If an answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a compliance specification is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

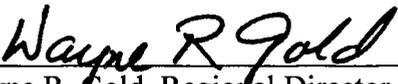
Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the compliance specification are true.

### **NOTICE OF HEARING**

PLEASE TAKE NOTICE that commencing at 10:00 a.m., E.D.T., on the 11<sup>th</sup> day of June 2012, and on consecutive days thereafter until concluded, a hearing will be conducted in a Court room, U.S. Department of Labor, 11870 Merchants Walk, Suite 204, Newport News, Virginia, before an Administrative Law Judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this compliance specification. The procedures to be followed at the

hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Baltimore, Maryland this 28th day of March 2012.

  
\_\_\_\_\_  
Wayne R. Gold, Regional Director  
National Labor Relations Board, Region 5  
103 S. Gay Street, 8th Floor  
Baltimore, MD 21202

**EXHIBIT A**

**Calendar Quarter Backpay and Fund Contributions for Cartwright**

Quarter	Calendar Quarter Regular Hours	Hourly Wage Rate	Calendar Quarter Gross Backpay	Calendar Quarter Interim Earnings	Calendar Quarter Expenses	Calendar Quarter Net Backpay	NEBF (Local 80)	TEIH	TEIP	SERF (Local 80)	JATF (Local 80)		
4Q 2008	140	\$22.80	\$3,192				\$95.76	\$630.00	\$223.44	\$35.00	\$63.84		
1Q 2009	483	\$22.80	\$11,012	\$1,844		\$9,168	\$330.37	\$2,173.50	\$770.87	\$120.75	\$220.25		
2Q 2009	483	\$22.80	\$11,012	\$5,901	\$608	\$5,111	\$330.37	\$2,173.50	\$770.87	\$120.75	\$220.25		
3Q 2009	483	\$22.80	\$11,012	\$11,986	\$689		\$330.37	\$2,173.50	\$770.87	\$120.75	\$220.25		
4Q 2009	483	\$22.80	\$11,012	\$2,800		\$8,212	\$330.37	\$2,173.50	\$770.87	\$120.75	\$220.25		
1Q 2010	322	\$22.80	\$7,342	\$9,696			\$220.25	\$1,449.00	\$513.91	\$80.50	\$146.83		
1Q 2010	161	\$23.05	\$3,711				\$111.33	\$724.50	\$340.30	\$80.50	\$92.78		
2Q 2010	483	\$23.05	\$11,133	\$11,986			\$333.99	\$2,173.50	\$1,020.91	\$241.50	\$278.33		
3Q 2010	483	\$23.05	\$11,133	\$11,986			\$333.99	\$2,173.50	\$1,020.91	\$241.50	\$278.33		
4Q 2010	483	\$23.05	\$11,133	\$11,986			\$333.99	\$2,173.50	\$1,020.91	\$241.50	\$278.33		
1Q 2011	483	\$23.05	\$11,133	\$11,986			\$333.99	\$2,173.50	\$1,020.91	\$241.50	\$278.33		
2Q 2011	322	\$23.05	\$7,422	\$12,066			\$222.66	\$1,449.00	\$680.61	\$161.00	\$185.55		
2Q 2011	161	\$23.55	\$3,792	\$13,288			\$113.75	\$724.50	\$347.69	\$80.50	\$94.79		
3Q 2011	483	\$23.55	\$11,375	\$12,246			\$341.24	\$2,173.50	\$1,043.06	\$241.50	\$284.37		
4Q 2011	322	\$23.55	\$7,583	\$13,288			\$227.49	\$1,449.00	\$695.37	\$161.00	\$189.58		
4Q 2011	161	\$24.05	\$3,872				\$116.16	\$724.50	\$355.07	\$80.50	\$96.80		
1Q 2012	483	\$24.05	\$11,616	\$8,658			\$348.48	\$2,173.50	\$1,065.20	\$241.50	\$290.40		
							<b>\$1,297</b>	<b>\$22,492</b>	<b>\$4,454.59</b>	<b>\$28,885.50</b>	<b>\$12,431.75</b>	<b>\$2,611.00</b>	<b>\$3,439.25</b>

EXHIBIT B

**IBEW LOCAL UNION NO. 80**

**And**

**ATLANTIC COAST CHAPTER, NECA**

**INSIDE  
AGREEMENT**

**MARCH 1, 2007 – FEBRUARY 28, 2010**

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## INSIDE AGREEMENT

Agreement by and between the Atlantic Coast Chapter, National Electrical Contractors Association (NECA) and Local Union No. 80, 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 "ACC" shall mean the Atlantic Coast Chapter of NECA and the term "Union" shall mean Local Union No. 80, 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 industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any difference by rational common-sense methods. Now, therefore, in consideration of the mutual promise and agreements herein contained, the parties hereto agree as follows:

## ARTICLE I

### Section 1.01 - TERM OF AGREEMENT

This Agreement shall take effect March 1, 2007 and shall remain in effect until February 28, 2010, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from March 1, through February 28 of each year, unless changed or terminated in the way later provided herein.

### Section 1.02 - NOTIFICATION OF CHANGE

- 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 committees to continue to meet weekly in an effort to reach 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**

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 - WORK STOPPAGE**

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

### **Section 1.05 - LABOR-MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employer. 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.

All grievances or questions in dispute shall be adjusted by the 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.

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

### **Section 1.06 - COUNCIL ON INDUSTRIAL RELATIONS**

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.

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

## **ARTICLE II**

### **Section 2.01 - MEMBERS CONTRACTING FOR WORK**

Members of the Union, except those meeting the requirements of Employer, as defined herein, shall not contract for any electrical work.

### **Section 2.02 - BETTER TERMS AND CONDITIONS**

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

### **Section 2.03 - CONTRACTOR QUALIFICATIONS**

Certain qualifications, knowledge, experience and financial responsibility is required of everyone desiring to be an Employer in the Electrical Industry. When a firm is composed of two or more members, partners, or owners, one member of the firm shall be permitted to work with tools. Such member of a firm must be at least a recognized journeyman and must have been employed no less than two years under a collective bargaining agreement between NECA and the IBEW. Therefore, an employer who contracts for electrical work is a person, firm or corporation having these qualifications and a suitable financial status to meet payroll requirements, qualifying under all applicable State and City laws and ordinances.

### **Section 2.04 - UNION RECOGNITION**

The Employer recognizes the Union as the exclusive representative of all its electrical employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

### **Section 2.05 - DISCIPLINE OF MEMBERS**

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

## **Section 2.06 - GRIEVANCES OR DISPUTES**

All grievances or questions in dispute shall be adjusted by the duly authorized representatives 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 2.07 - MANAGEMENT'S RIGHTS**

The Union understands the employer is responsible to perform the work required by the owner. The employer shall therefore have no restrictions, except those specifically provided for in the collective bargaining agreement in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the local unions' 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 2.08 - POLICY OF LOCAL UNION**

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.

## **Section 2.09 - WORKMEN REMOVED FROM JOB**

When workmen are removed from the job by the Union or its representative, the Union or its representative shall direct the workmen on such jobs to carefully put away all tools, materials, equipment or any 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 them by the Employer.

## **Section 2.10 - STEWARDS**

The Employer recognizes the right of the Union to appoint a steward or stewards at any shop or on any job where workmen are employed under the terms of this Agreement. Such stewards shall be allowed sufficient time during working hours to see that the terms and conditions of this Agreement are observed for the benefit of both parties to this Agreement. Any violation of the terms and conditions of this Agreement or the working rules and any labor dispute of a jurisdictional nature or otherwise shall be reported immediately by the steward to the Union and the Employer.

The Steward shall not cause an unauthorized work stoppage and in event that a dispute arises over jurisdiction between any two unions or a dispute over this Agreement or a grievance by any of the employees working under the terms of this Agreement, shall use every effort to see that the men remain on the job and that such dispute or grievance is called to the attention of the parties to this Agreement.

No Steward shall be discriminated against by any Employer because of his faithful performance of his duties as Steward. The Employer shall be immediately notified in writing when a steward is appointed on any job or at any shop. The Business Manager or the Local Union Office shall be notified and given reason before a steward is transferred or laid off. He shall be one of the last five (5) men to remain on the job.

#### **Section 2.11 - UNION REPRESENTATIVE - ACCESS TO WORKMEN**

The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of the Agreement.

#### **Section 2.12 - SUBLETTING ELECTRICAL WORK**

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.

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, alterations, 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 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 dispute.

#### **Section 2.13 - OUTSIDE FIRM WORKING IN JURISDICTION**

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 (4) 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 - FUTURE UNION SECURITY**

It is understood and agreed by and between the parties hereto that in the event any form of Union security is made permissible by State or Federal legislation, or by a judicial decision of court of competent jurisdiction, during the term of this Agreement, then the maximum form of such Union security shall be written into this Agreement, effective from and after the date such Union security becomes legally permissible.

## **ARTICLE III**

### **Section 3.01 - NORMAL WORKING HOURS**

Eight (8) hours work between 6:00 AM and 4:30 PM with thirty (30) minutes for lunch period shall constitute a workday. However, any work in excess of eight (8) hours during this period shall be paid for at prevailing overtime rate. No workman shall be required to use any method of check out after work hours. Forty (40) hours within five (5) days, Monday through Friday inclusive shall constitute a workweek.

### **Section 3.02 - WORK WEEK**

The workweek shall begin on Monday at the regular scheduled starting time.

### **Section 3.03 - PAY PERIOD**

Wages shall be paid weekly in cash or by payroll check drawn on a local bank no later than quitting time on Friday, Thursday, if working four (4) tens (10). In the event he/she is not paid, waiting time at the rate of one and one half (1 1/2) times the regular rate shall be charged until payment is made. Not more than one week's wages may be withheld at any time.

### **Section 3.04 - TERMINATION OF EMPLOYMENT**

Any workman terminated for cause by the employer shall be paid all his wages no later than the next pay period. Workman laid off shall be paid all his wages immediately. Workman laid off shall be given one (1) hour notice with pay and required to leave the job immediately. In event he is not paid off, waiting time at the regular rate shall be charged until payment is made.

### **Section 3.05 - SHIFT WORK**

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 AM and 4:30 PM. 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 PM and 12:30 AM. Workmen on the "swing shift" shall receive eight 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 AM and 8:00 AM. 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 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 hours worked. There shall be no requirement for a day shift when either the second or third shift is worked.

### **Section 3.06 - OVERTIME**

Work performed after the first regular scheduled eight (8) hours work between 6:00 AM and 4:30 PM and on Saturdays shall be paid for at the rate of 1 1/2 times the regular straight time rate of pay.

Work performed before the regular scheduled first eight (8) hours work and on Saturday and Sunday shall be paid for at 1 1/2 times the regular straight time rate of pay. Work performed on the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at two times the regular rate of pay. Holidays falling on Saturday shall be observed on the previous Friday. Holidays falling on Sunday shall be observed on the following Monday.

The employer, with 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 7:00 A.M. and 6:00 P.M., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hours work must be scheduled. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half times (1-1/2) the regular rate of pay.

### **Section 3.07 - PREFERENCE ON OVERTIME**

Men working on a job during regular hours shall have preference on overtime work on that particular job.

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**Section 3.08a - JOURNEYMAN WAGE RATES**

<b><u>Zone I</u></b>	<b><u>March 1, 2007</u></b>	<b><u>March 1, 2008</u></b>	<b><u>March 1, 2009</u></b>
General Foreman	23.45	24.40	Wage & Fringe
Regular Foreman	22.85	23.80	Reopener only
Journeyman Wireman	21.85	22.80	
Cable Splicer	21.85	22.80	

In addition to the wage rate, the other cost items in the agreement to the employer are as follows:

Health Fund	Section 5.05	\$4.50 per Hour
Local Union Pension	Section 5.06	7% of Gross Labor Payroll
NEBF Pension	Section 5.03	3% of Gross Labor Payroll
Apprentice Training	Section 5.08	1.75% of Gross Labor Payroll 2.00% effective September 1, 2007
Industry Fund	Section 5.12	1% of Gross Labor Payroll
Receiving Trust Fund	Section 6.01	.05 per Hour
NLMCC	Section 7.01	.01 per Hour
Southern Electrical Ret. Fund	Section 5.06	.25 per hour

**Zone II** Shall be sixty (60) cents in addition to the wage rates listed above.

**Zone III** Shall be seventy (70) cents in addition to the wage rates listed above.

**Section 3.08b - APPRENTICE WAGE RATES**

1ST PERIOD	48% OF JOURNEYMAN WIREMAN RATE
2ND PERIOD	48% OF JOURNEYMAN WIREMAN RATE
3RD PERIOD	51% OF JOURNEYMAN WIREMAN RATE
4TH PERIOD	55% OF JOURNEYMAN WIREMAN RATE
5TH PERIOD	65% OF JOURNEYMAN WIREMAN RATE
6TH PERIOD	80% OF JOURNEYMAN WIREMAN RATE

In addition to the wage rate the other cost items in the agreement to the Employer are as follows:

Health Fund	Section 5.05	\$4.50 per Hour
Local Union Pension	Section 5.06	7% of Gross Labor Payroll
NEBF Pension	Section 5.03	3% of Gross Labor Payroll
Apprentice Training	Section 5.08	1.75% of Gross Labor Payroll 2.00% effective September 1, 2007
Industry Fund	Section 5.12	1% of Gross Labor Payroll
Receiving Trust Fund	Section 6.01	.05 per Hour
NLMCC	Section 7.01	.01 per Hour
Southern Electrical Ret. Fund	Section 5.06	.25 per Hour

**Zone II** Shall be sixty (60) cents in addition to the wage rates listed above.

**Zone III** Shall be seventy (70) cents in addition to the wage rates listed above.

The only benefit plans in which first year apprentices and unindentured employees shall participate are local health and welfare plans and National Electrical Benefit Fund.

### **Section 3.09 - ZONES**

**ZONE I** shall herein be defined as all inside work performed in all such territory presently known as the cities of Norfolk, Portsmouth, Virginia Beach, Chesapeake and Suffolk, State of Virginia.

**ZONE II** shall herein be defined as all inside work performed in all such territory known as Brunswick, Greensville, Lunenburg, Mecklenberg and Southhampton Counties, State of Virginia and Gates, Pasquotank, Camden, Currituck, Perquimans, Chowan, Washington, Tyrrell and Dare Counties, State of North Carolina.

**ZONE III** shall herein be defined as all inside work performed in all such territory known as Accomac and Northhampton Counties, State of Virginia.

### **Section 3.10 - APPRENTICE ZONES**

Apprentices working outside of Zone I shall receive the approved zone differential pay as provided for above for journeymen working outside of Zone I.

### **Section 3.11 - VOTING**

Workmen shall be allowed two (2) hours with pay at the start or at the end of the workday on State and National Election Days; Tuesday following the first Monday in November, provided they are qualified and vote.

Names of Employees who are qualified voters shall be furnished by the Local Union. The period members shall take off shall be worked out at the discretion of the Employers. No work shall be performed on Labor Day except in case of emergency.

### **Section 3.12 - WORKMEN REPORTING FOR WORK**

Workmen shall report on the job or to the shop as the Employer may direct, within the jurisdiction of Local 80, and be ready for work at the regular scheduled starting time.

Unless otherwise instructed by the Employer, workmen reporting to their regular places of employment and are not assigned to work, shall be allowed a minimum of two hours at the regular rate of pay as reporting time. However, it shall be the responsibility of the workman to notify the Employer or his representative before quitting time of materials needed for the next day's work and also before completion of a job. Workmen required to take a physical examination, as a condition of employment shall do so at the expense of the employer and paid at the straight time rate of pay.

In event the job is beyond a dock or beach (on ships or islands) within the jurisdiction of Local 80, the Employer shall pay all traveling time and expenses to and from said job; traveling time to be paid for at the straight time rate.

When workmen are assigned or directed to report for work in Zone II, or Zone III, and the duration of the work is less than 40 hours on consecutive regular working days (excluding Saturday, Sunday, holidays and inclement weather) traveling time and expenses for one (1) round trip shall be paid by the Employer.

Workmen shall be paid traveling time, including transportation and other necessary expenses when directed to report on jobs beyond the jurisdiction of the Union.

In event workman are told to report to the other Local Union for referral to keep from paying such traveling time and expenses the employee must return to the referral office upon his return to Local Union No. 80's jurisdiction for referral.

Employees who are referred to an employer from Local 80's referral hall and leave Local Union 80's jurisdiction to perform work for an employer in another Local Union's jurisdiction shall be allowed to return to work for the same employer upon returning to Local 80's jurisdiction without again clearing through the referral hall.

### **Section 3.13 - EMPLOYERS SUPERVISION**

Jobs employing six (6) or more Journeymen, one (1) shall be designated as Foreman. The Employer shall select or promote the Foreman, also determine the duties and responsibilities including working with tools and be responsible for his actions as Foreman. There shall be no limit to gang size or when a General Foreman is required. Any person designated as a Foreman or General Foreman shall receive no less than the amount specified in the Agreement for such classification.

### **Section 3.14 - OLDER JOURNEYMAN HIRING**

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.

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### **Section 3.15 - TOOL LIST**

The following tools are required and must be in workable condition for :

#### **JOURNEYMAN WIREMAN**

1 - Tool Box and Lock

1 - hammer, 16 oz.

1 - 6' rule

1 - hack saw frame

1 - 12" level

1 - pocket knife

1 - pencil

1 - 50' steel tape

1 - tap wrench

1 - 50' chalk line

1 - center punch

1 - sm cold chisel 3/4"

1 - 10" adjustable wrench

1 - pr 9" high leverage side cutters

1 - pr long nose pliers

1 - pr diag. cutting pliers

2 - pair combination pliers

Assorted open & box end wrenches  
7/16", 1/2" and 9/16"

Socket set 3/8" drive up to 3/4" sockets

Set assorted allen wrenches up  
to 3/8"

3 - flathead screw drivers - lg, med & sm

1 - pair wire strippers

1 - current National Elect. Code Book

2 - phillips head screw driver - large and small

1 voltage meter - 600 volt

#### **APPRENTICES**

1 - 6' rule

2 - pair combination pliers

1 - pr 9" high leverage side cutters

1 - pocket knife

3 - flathead screw drivers - lg, med & sm

2 - phillips head screw drivers - large & small

1 - torpedo level

1 - pair diagonal pliers

1 - pair long nose pliers

1 - tool pouch

1 - pencil

1 - hack saw frame

1 - current National Elect. Code Book

### **Section 3.16 - EMPLOYERS TOOLS**

The employer shall furnish all tools and equipment deemed necessary to do the job other than in 3.15. When work is required to be performed in foul weather, the employer shall furnish the necessary foul weather gear to the employees who perform such work. If the employees misplace or lose such equipment, the employer shall not be responsible for replacement of such equipment in a twelve (12) month period.

### **Section 3.17 - INSTALLATION OF WORK**

Workmen shall install all electrical work in a safe and workman like manner and in accordance with applicable code and contract specifications.

### **Section 3.18 - CORRECTION OF WORK**

Journeymen shall be required to make corrections on improper workmanship for which they are responsible on their own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship.

### **Section 3.19 - EMPLOYEE USE OF PERSONAL VEHICLE**

No workman shall use any automobile, motorcycle, or other vehicle in such a manner considered to be unfair to other workmen or against the interest of the Union and no automobile shall be required as a condition of employment.

Personal trucks shall not be used to carry company tools, or materials, however, if the employee is requested, in writing by the Employer, to use his personal automobile to go from the shop to the job and carries company tools or materials, then the employee shall be reimbursed for such use at the rate as specified in Article III, Section 3.22, and shall be required to carry public liability insurance of \$50,000.00 and \$100,000.00 and property damage of \$10,000.00 at his own expense to protect himself and the Employer. A certificate of insurance to this effect shall be given the Employer and the Union. However, this shall in no way obligate any employee to carry tools or materials unless the employee elects to do so. Workmen shall not transport tools or materials that would tend to deface their vehicles. No automobile shall be required as a condition of employment.

### **Section 3.20 - MILEAGE ON AUTOMOBILE**

Only workmen furnishing vehicle for transportation shall be reimbursed in accordance to present IRS regulations and will be updated annually to concur with IRS allowances during the life of this agreement.

### **Section 3.21 - CONDUIT CUTTING AND THREADING ON JOB**

All conduit shall be cut and threaded on the job or at the shop by journeymen or apprentices covered by this Agreement. Where pipe cutting and threading machines are used, such shall be operated by a journeyman or an apprentice under the direct supervision of a journeyman.

### **Section 3.22 - ADEQUATE FACILITIES**

The Employer shall provide adequate facilities for their employees which includes, but not limited to, toilets, drinking facilities (with ice when temperatures reach 50 degrees and above) and suitable place for lunch, which shall be provided with heat in the winter, provided such facilities have not been made available.

### **Section 3.23 - REDUCTION IN WAGES**

It is agreed by the Employer that no employees covered by this Agreement shall suffer any reduction in wages or classification or in working conditions as a result of any provision contained herein, except to comply with the wage schedule for foremen.

## **ARTICLE IV** **INSIDE REFERRAL PROCEDURE**

**Section 4.01:** In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in the employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

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

**Section 4.03:** The Employer shall have the right to reject any applicant for employment.

**Section 4.04:** The 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:** The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

### **JOURNEYMAN WIREMAN - JOURNEYMAN TECHNICIAN**

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

**GROUP II** - All applicants for employment who have four or more years experience in the trade and who have passed a Journeyman's Examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or has been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

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

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

**Section 4.06:** 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:** 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 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: Cities of Norfolk, Portsmouth, Virginia Beach and Chesapeake and the County of Nansemond, Accomac and Northhampton Counties, Brunswick, Greensville, Lunenburg, Mecklenburg, and Southhampton Counties, State of Virginia and Gates, Pasquotank, Camden, Currituck, Perquimans, Chowan, Washington, Tyrrell and Dare Counties, State of North Carolina.

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.

**Section 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 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 the procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety days. An applicant shall be eligible for examination if he has four years experience at the trade.

**Section 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.

**Section 4.12:** An applicant who has registered on the Out of Work List must renew his application every thirty days or his name will be removed from the list.

**Section 4.13:** An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

**Section 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.

**Section 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 over age reference can be made.

**Section 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.

**Section 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 by the Local Union of this Section. 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:** A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral procedure records at any time during normal business hours.

**Section 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.

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

## **REPEATED DISCHARGE**

An applicant who is discharged for cause two times within a 12-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 JATC 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 recommend action; (4) restore the applicant to his/her appropriate place on the referral list.

## **ARTICLE V**

### **Section 5.01 - 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 Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

### **Section 5.02 - 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 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.

### **Section 5.03 - LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LLMCC)**

The parties agree to participate in a Local Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 USC. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 USC. §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 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 improving 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.

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.

Each employer shall contribute \$0.00. 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 ACC Chapter, NECA, or its designee, shall be the collection agent for this Fund.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), 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

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.

#### **Section 5.04 - TIDEWATER ELECTRICAL INDUSTRY HEALTH FUND**

The Employer agrees to contribute in behalf of all employees working under the terms of this Agreement \$4.50 per hour into a Health Fund. Effective September 1, 2006 the employers' contribution to the existing Health and Welfare Fund shall be increased as the Trustees may require. These contributions shall be used to provide group life insurance, accidental death and dismemberment insurance, temporary disability insurance, hospital, surgical and medical expense benefits to eligible employees and their families in such form and amount as the trustees of the Health Fund may determine and the organization and administration expenses of the Health Fund.

The said Health Fund shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of representatives of the Employer and the Union which agreement and declaration of trust shall conform to all requirements of the law.

#### **Section 5.05 - TIDEWATER ELECTRICAL INDUSTRY PENSION FUND**

The employer agrees to contribute on behalf of all employees, except 1<sup>st</sup> year and unindentured apprentices, working under the terms of this agreement, 7% of their gross weekly pay into the Tidewater Electrical Industry Pension Fund on an individual account basis.

The said Pension Fund shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of persons representing the Local Union and the Employer.

The Trustees shall determine the rules and regulations regarding the pension Fund and that such rules and regulations conform to all requirements of the law.

#### **Section 5.06 - SOUTHERN ELECTRICAL RETIREMENT FUND**

The employer agrees to contribute on behalf of all employees working under the terms of this agreement, except 1<sup>st</sup> year and unindentured apprentices, \$.25 per hour worked, effective March 1, 2007, into a pension fund on an individual basis. (Southern Electrical Retirement Fund, 3928 Volunteer Drive, Chattanooga, TN 37416-3817, phone # 800-809-6774).

The said pension fund shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of persons representing the local union and the employer. The trustees shall determine the rules and regulations regarding the pension fund and that such rules and regulations conform to all requirements

**Section 5.07 - CREDIT UNION**

The Employer agrees to make Credit Union deductions weekly from the pay of each workman employed under the terms of this agreement on the basis of individually signed payroll deductions authorizations in the amount of 4% of gross weekly pay.

**Section 5.08 - APPRENTICESHIP FUND**

The parties to this agreement shall enter into a Joint Apprenticeship and Training Trust Fund Agreement, which shall conform to section 3.02 of the Labor-Management Relations Act of 1947 as amended.

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

All employers subject to the terms of this Agreement shall contribute 1.75% effective March 1, 2007 and 2.00% effective September 1, 2007 of their gross monthly labor payroll for each hour worked by journeymen and apprentices above the second period. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Employees Benefit Agreement."

The above contribution rate shall be maintained until the JATC fund balance reaches \$70,000 at which time the contribution rate shall become 1 percent. Should the JATC fund balance fall to or below \$40,000, the contribution rate shall be restored to 1.75% effective March 1, 2007 and 2.00% effective September 1, 2007%. Any change in the contribution rate, consistent with the above thresholds, shall be preceded by sixty (60) days notice by the JATC to parties to this agreement.

**Section 5.09 - BOND AND FUND DELINQUENCY**

Any Employer who is delinquent in their payments two (2) times to the various funds stated within this agreement shall be required by the parties to this agreement to furnish a surety bond (or letter of credit issued by a bank) in accordance with the following schedule:

1 to 5 employees	\$ 3,000
5 or more employees	\$10,000

If the employer has a two (2) year period of current contributions to the various funds stated within this agreement, he shall not be required to furnish a surety bond. Proof of said surety bond shall be furnished to Local 80, IBEW and the Atlantic Coast Chapter NECA. The parties reserve the right to demand a bond upon the first delinquency.

All monthly payments which the Employer are committed to pay under the terms of this agreement shall be forwarded to the proper recipient no later than the twelfth (12) day of the following month. The payments shall be made by check or draft and shall constitute a debt due and owing to the respective parties. It is also understood that if such debt becomes delinquent, suit may be instituted to recover all debts due and said Employer shall also be liable for costs of litigation, liquidated damages, interest, and reasonable attorney fees.

### **Section 5.10 - WORKMEN'S COMPENSATION**

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 shall also make contributions to the Virginia Unemployment Compensation Commission.

The employer must file with the Business Manager of the Union a certificate of Insurance for Workmen's Compensation Insurance, also a request, and the State acknowledgement of such request for Unemployment Compensation on all employees.

### **Section 5.11 - 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:

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.

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 VI**

### **Section 6.01 - VIRGINIA ELECTRICAL INDUSTRY RECEIVING TRUST FUND**

There is hereby established a one check payment on all Trust Funds as well as NEBF, Local Credit Union, IBEW assessments, COPE, NECA dues where applicable, and Receiving Trust Fund contributions to a Receiving Trust Fund as provided in the Receiving Trust Fund Agreement. This Receiving Trust Fund shall be known as the 'Board 63 Collection Account Trust.' Payment shall constitute a debt due and owing to Board 63 Collection Account Trust on the last day of each calendar month and shall be mailed with the appropriate payroll report to reach the office of Board 63 no later than twelve (12) days following the end of each calendar month. It is understood and agreed that the failure of any employer to pay the proper amounts to the Electrical Industry Receiving Trust Fund as required shall constitute a breach of the current working agreement. Consistent with the Receiving Trust Fund Agreement, this fund is administered solely by employer trustees.

Effective March 01, 1998, employers shall contribute five cents (\$0.05) per hour for hours actually worked including premium and/or overtime hours for all employees

covered by this agreement to the Board 63 Collection Account Trust. These monies are exclusively for the purpose of administering the Electrical Industry Receiving Trust Fund as reimbursement for reasonable expenses incurred in the operation of the Fund.

Monies received by the Receiving Trust fund will be paid to the respective Joint Apprenticeship and Training Trust Fund, the Tidewater Electrical Industry Pension Fund, the Tidewater Electrical Industry health Fund, Local Credit Union, and the NEBF, in accordance with the schedule of the Trust Fund contributions covered under this agreement; to the Local Union for the amount of assessments and COPE contributions; and to the NECA Chapter for dues and service charges owed by NECA members.

Additional monies received by the Receiving Trust Fund designated as Receiving Trust contributions and monies received in the form of investment income shall remain with the Fund and used exclusively to offset the expenses of the Receiving Trust as specified in the Trust Agreement to the extent that the money is available. Collection of the Receiving Fund contribution is the exclusive responsibility of the fund trustees.

The Receiving Fund shall not be responsible for the enforcement of payments required under this agreement, except for the \$0.05 contribution to the Receiving Trust. Responsibility for the enforcement of payment of all monies, except for Receiving Trust Fund contributions, shall remain with the respective funds, the Local Union and the Chapter as the case may be.

An annual audit shall be conducted of the Receiving Trust Fund. A copy of the audit shall be made available to the Local Union or any participating employer upon request.

No part of the funds collected under this trust shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its Local Union.

## **ARTICLE VII** **NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE FUND**

The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Committee Fund (NLMCC), under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 USC. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 USC. §186(c)(9). The purposes of this Fund include the following:

- (a) to improve communications between representatives of labor and management;
- (b) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (c) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (d) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (e) to support programs which improve job security, enhance economic and

industry;

- (f) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (g) 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 improving production;
- (h) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (i) to enhance the involvement of workers in making decisions that affect their working lives; and
- (j) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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 participation in the NLMCC, as provided in said Agreement and Declaration of Trust.

Each employer shall contribute one cent (1¢) 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 Atlantic Coast Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

## **ARTICLE VIII** **APPRENTICESHIP AND TRAINING**

Section 8.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

standards shall be in conformance with national guideline

completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

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

**Section 8.02.** All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately. The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings. The JATC should meet on a monthly basis, and also upon the call of the Chairman.

**Section 8.03.** 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 I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

**Section 8.04.** 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 telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement. All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

**Section 8.05.** The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

**Section 8.06.** 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.

**Section 8.07.** All apprentices shall enter the program through the JATC as provided for in the registered 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 counted 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 some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

**Section 8.08.** The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per section 8.12.

**Section 8.09.** Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

**Section 8.10.** To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification 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 are not to work on wage and hour (prevailing wage) job sites. Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship. The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

**Section 8.11.** 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.

**Section 8.12.** Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

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

A job site is considered to be the physical location where employees report for their work. A separate location (service center) is considered to be a separate, single

to be a single, separate job site.

**Section 8.13.** 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 skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice. Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

**Section 8.14.** 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.

**Section 8.15.** The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations. The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

**Section 8.16.** 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% effective March 1, 2007 and 2.00% effective September 1, 2007 of the 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.

## **ARTICLE IX** **SAFETY RULES**

There shall be a Joint Safety Committee composed of three (3) members of the Union Employers Section, Tidewater Division, Atlantic Coast Chapter NECA and three (3) members of IBEW Local Union 80. The duties of this Committee shall be to develop and recommend safe work rules that are equal or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State laws. Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

Two Journeymen shall work together on all energized circuits of 440 volts AC or 250 volts DC, or respective higher voltages. Journeymen shall be used in assisting Cable Splicers.

Cable Splicers shall not be required to work on wires or cables when the difference in potentials is over 200 volts between any two conductors or between any conductor or ground, unless assisted by one Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 480-volt circuit.

No employees shall be compelled to use powder-actuating tools. Only qualified employees shall be permitted to use powder-actuated tools.

The Employer shall furnish hard hats when such are required and shall also furnish proper individual protective gear to workmen engaged in burning and welding operations.

The safe work practices that are in effect on utility company property which are more stringent than those in this Agreement shall apply to work, which is performed on that property under the terms of this Agreement.

It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

## **ARTICLE X** **IMMIGRATION REFORM AND CONTROL ACT**

All referrals from the Local Union shall be required to produce the documentation required by Federal Law and to complete a form I-9 in the presence of the Employer or the Employer's Representative, also required by law. Any person who cannot produce the required documentation within three days will not be accepted for employment and will not be eligible to receive reporting time.

## **ARTICLE XI** **SUBSTANCE ABUSE**

**Section 11.01.** 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

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.

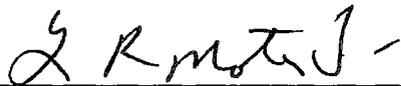
#### SEPARABILITY CLAUSE

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.

Signed this the 17<sup>th</sup> day of July, 2007 by the Labor- Management Committee:

Union Employers Section, Tidewater Division  
Atlantic Coast Chapter  
National Electrical Contractors Association

BY: Lawrence R. Moter, Jr.  
Chapter Manager



Local Union No. 80 of The International Brotherhood of Electrical Workers, Norfolk, Virginia.

BY: Matthew M. Yonka  
Business Manager



## ADDENDUM A

### UNINDENTURED APPRENTICE WAGE RATES

Unindentured apprentices shall be paid 45% of Journeyman Wireman rates

The only benefit plans in which first year apprentices and unindentured employees shall participate are local health and welfare plans and National Electrical Benefit Fund.

**IBEW LOCAL UNION NO. 80**

**And**

**ATLANTIC COAST CHAPTER, NECA**

**INSIDE  
AGREEMENT**

**MARCH 1, 2010 – MAY 31, 2013**

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## **INSIDE AGREEMENT**

Agreement by and between the Atlantic Coast Chapter, National Electrical Contractors Association (NECA) and Local Union No. 80, 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 "ACC" shall mean the Atlantic Coast Chapter of NECA and the term "Union" shall mean Local Union No. 80, 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 industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any difference by rational common-sense methods. Now, therefore, in consideration of the mutual promise and agreements herein contained, the parties hereto agree as follows:

## **ARTICLE I**

### **Section 1.01 - TERM OF AGREEMENT**

This Agreement shall take effect March 1, 2010 and shall remain in effect until May 31, 2013, unless otherwise specifically provided for herein. It shall continue in effect every thirty nine (39) months thereafter, from March 1, through May 31, unless changed or terminated in the way later provided herein.

### **Section 1.02 - NOTIFICATION OF CHANGE**

- 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 committees to continue to meet weekly in an effort to reach 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**

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 - WORK STOPPAGE**

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

### **Section 1.05 - LABOR-MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employer. 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.

All grievances or questions in dispute shall be adjusted by the 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.

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

## **Section 1.06 - COUNCIL ON INDUSTRIAL RELATIONS**

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.

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

## **ARTICLE II**

### **Section 2.01 - MEMBERS CONTRACTING FOR WORK**

Members of the Union, except those meeting the requirements of Employer, as defined herein, shall not contract for any electrical work.

### **Section 2.02 - BETTER TERMS AND CONDITIONS**

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

### **Section 2.03 - CONTRACTOR QUALIFICATIONS**

Certain qualifications, knowledge, experience and financial responsibility is required of everyone desiring to be an Employer in the Electrical Industry. When a firm is composed of two or more members, partners, or owners, one member of the firm shall be permitted to work with tools. Such member of a firm must be at least a recognized journeyman and must have been employed no less than two years under a collective bargaining agreement between NECA and the IBEW. Therefore, an employer who contracts for electrical work is a person, firm or corporation having these qualifications and a suitable financial status to meet payroll requirements, qualifying under all applicable State and City laws and ordinances.

### **Section 2.04 - UNION RECOGNITION**

The Employer recognizes the Union as the exclusive representative of all its electrical employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

### **Section 2.05 - DISCIPLINE OF MEMBERS**

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

### **Section 2.06 - GRIEVANCES OR DISPUTES**

All grievances or questions in dispute shall be adjusted by the duly authorized representatives 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 2.07 - MANAGEMENT'S RIGHTS**

The Union understands the employer is responsible to perform the work required by the owner. The employer shall therefore have no restrictions, except those specifically provided for in the collective bargaining agreement in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the local unions' 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 2.08 - POLICY OF LOCAL UNION**

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.

### **Section 2.09 - WORKMEN REMOVED FROM JOB**

When workmen are removed from the job by the Union or its representative, the Union or its representative shall direct the workmen on such jobs to carefully put away all tools, materials, equipment or any 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 them by the Employer.

### **Section 2.10 - STEWARDS**

The Employer recognizes the right of the Union to appoint a steward or stewards at any shop or on any job where workmen are employed under the terms of this Agreement. Such stewards shall be allowed sufficient time during working hours to see that the terms and conditions of this Agreement are observed for the benefit of both parties to this Agreement. Any violation of the terms and conditions of this Agreement or the working rules and any labor dispute of a jurisdictional nature or otherwise shall be reported immediately by the steward to the Union and the Employer.

The Steward shall not cause an unauthorized work stoppage and in event that a dispute arises over jurisdiction between any two unions or a dispute over this Agreement or a grievance by any of the employees working under the terms of this Agreement, shall use every effort to see that the men remain on the job and that such dispute or grievance is called to the attention of the parties to this Agreement.

No Steward shall be discriminated against by any Employer because of his faithful performance of his duties as Steward. The Employer shall be immediately notified in writing when a steward is appointed on any job or at any shop. The Business Manager or the Local Union Office shall be notified and given reason before a steward is transferred or laid off. He shall be one of the last five (5) men to remain on the job.

#### **Section 2.11 - UNION REPRESENTATIVE - ACCESS TO WORKMEN**

The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of the Agreement.

#### **Section 2.12 - SUBLETTING ELECTRICAL WORK**

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.

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, alterations, 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 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 dispute.

#### **Section 2.13 - OUTSIDE FIRM WORKING IN JURISDICTION**

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 (4) 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 - FUTURE UNION SECURITY**

It is understood and agreed by and between the parties hereto that in the event any form of Union security is made permissible by State or Federal legislation, or by a judicial decision of court of competent jurisdiction, during the term of this Agreement, then the maximum form of such Union security shall be written into this Agreement, effective from and after the date such Union security becomes legally permissible.

## **ARTICLE III**

### **Section 3.01 - NORMAL WORKING HOURS**

Eight (8) hours work between 6:00 AM and 4:30 PM with thirty (30) minutes for lunch period shall constitute a workday. However, any work in excess of eight (8) hours during this period shall be paid for at prevailing overtime rate. No workman shall be required to use any method of check out after work hours. Forty (40) hours within five (5) days, Monday through Friday inclusive shall constitute a workweek.

### **Section 3.02 - WORK WEEK**

The workweek shall begin on Monday at the regular scheduled starting time.

### **Section 3.03 - PAY PERIOD**

Wages shall be paid weekly in cash or by payroll check drawn on a local bank no later than quitting time on Friday, Thursday, if working four (4) tens (10). In the event he/she is not paid, waiting time at the rate of one and one half (1 1/2) times the regular rate shall be charged until payment is made. Not more than one week's wages may be withheld at any time.

### **Section 3.04 - TERMINATION OF EMPLOYMENT**

Any workman terminated for cause by the employer shall be paid all his wages no later than the next pay period. Workman laid off shall be paid all his wages immediately. Workman laid off shall be given one (1) hour notice with pay and required to leave the job immediately. In event he is not paid off, waiting time at the regular rate shall be charged until payment is made.

### **Section 3.05 - SHIFT WORK**

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 AM and 4:30 PM. 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 PM and 12:30 AM. Workmen on the "swing shift" shall receive eight 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 AM and 8:00 AM. 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 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 hours worked. There shall be no requirement for a day shift when either the second or third shift is worked.

### **Section 3.06 - OVERTIME**

Work performed after the first regular scheduled eight (8) hours work between 6:00 AM and 4:30 PM and on Saturdays shall be paid for at the rate of 1 1/2 times the regular straight time rate of pay.

Work performed before the regular scheduled first eight (8) hours work and on Saturday and Sunday shall be paid for at 1 1/2 times the regular straight time rate of pay. Work performed on the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at two times the regular rate of pay. Holidays falling on Saturday shall be observed on the previous Friday. Holidays falling on Sunday shall be observed on the following Monday.

The employer, with 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 7:00 A.M. and 6:00 P.M., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hours work must be scheduled. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half times (1-1/2) the regular rate of pay.

### **Section 3.07 - PREFERENCE ON OVERTIME**

Men working on a job during regular hours shall have preference on overtime work on that particular job.

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### Section 3.08a - JOURNEYMAN WAGE RATES

<u>Zone I</u>	<u>March 1, 2010</u>	<u>June 1, 2011*</u>	<u>December 1, 2011**</u>
General Foreman	24.65	25.15	25.65
Regular Foreman	24.05	24.55	25.05
Journeyman Wireman	23.05	23.55	24.05
Cable Splicer	23.05	23.55	24.05

\*This raise is contingent upon the industry working 425,000 man-hours in calendar year 2010 (based on the NEBF program)

\*\*This raise is without contingencies

In addition to the wage rate, the other cost items in the agreement to the employer are as follows:

Health Fund	Section 5.05	\$4.50 per Hour
Local Union Pension	Section 5.06	9.17% per hour of Gross Labor Payroll
NEBF Pension	Section 5.03	3% of Gross Labor Payroll
Apprentice Training	Section 5.08	2.50% Gross Labor Payroll
Industry Fund	Section 5.12	1% of Gross Labor Payroll
Receiving Trust Fund	Section 6.01	.05 per Hour
NLMCC	Section 7.01	.01 per Hour
Southern Electrical Ret. Fund	Section 5.06	.50 per hour

**Zone II** Shall be sixty (60) cents in addition to the wage rates listed above.

**Zone III** Shall be seventy (70) cents in addition to the wage rates listed above.

### Section 3.08b - APPRENTICE WAGE RATES

1ST PERIOD	48% OF JOURNEYMAN WIREMAN RATE
2ND PERIOD	48% OF JOURNEYMAN WIREMAN RATE
3RD PERIOD	51% OF JOURNEYMAN WIREMAN RATE
4TH PERIOD	55% OF JOURNEYMAN WIREMAN RATE
5TH PERIOD	65% OF JOURNEYMAN WIREMAN RATE
6TH PERIOD	80% OF JOURNEYMAN WIREMAN RATE

In addition to the wage rate the other cost items in the agreement to the Employer are as follows:

Health Fund	Section 5.05	\$4.50 per Hour
Local Union Pension	Section 5.06	9.17% x each apprentice's percentage of pay of Gross Labor Payroll
NEBF Pension	Section 5.03	3% of Gross Labor Payroll
Apprentice Training	Section 5.08	2.50% Gross Labor Payroll
Industry Fund	Section 5.12	1% of Gross Labor Payroll
Receiving Trust Fund	Section 6.01	.05 per Hour
NLMCC	Section 7.01	.01 per Hour
Southern Electrical Ret. Fund	Section 5.06	.50 per Hour

**Zone II** Shall be sixty (60) cents in addition to the wage rates listed above.

**Zone III** Shall be seventy (70) cents in addition to the wage rates listed above.

The only benefit plans in which first year apprentices and unindentured employees shall participate are local health and welfare plans and National Electrical Benefit Fund.

### **Section 3.09 - ZONES**

**ZONE I** shall herein be defined as all inside work performed in all such territory presently known as the cities of Norfolk, Portsmouth, Virginia Beach, Chesapeake and Suffolk, State of Virginia.

**ZONE II** shall herein be defined as all inside work performed in all such territory known as Brunswick, Greensville, Lunenburg, Mecklenberg and Southhampton Counties, State of Virginia and Gates, Pasquotank, Camden, Currituck, Perquimans, Chowan, Washington, Tyrrell and Dare Counties, State of North Carolina.

**ZONE III** shall herein be defined as all inside work performed in all such territory known as Accomac and Northhampton Counties, State of Virginia.

### **Section 3.10 - APPRENTICE ZONES**

Apprentices working outside of Zone I shall receive the approved zone differential pay as provided for above for journeymen working outside of Zone I.

### **Section 3.11 - VOTING**

Workmen shall be allowed two (2) hours with pay at the start or at the end of the workday on State and National Election Days; Tuesday following the first Monday in November, provided they are qualified and vote.

Names of Employees who are qualified voters shall be furnished by the Local Union. The period members shall take off shall be worked out at the discretion of the Employers. No work shall be performed on Labor Day except in case of emergency.

### **Section 3.12 - WORKMEN REPORTING FOR WORK**

Workmen shall report on the job or to the shop as the Employer may direct, within the jurisdiction of Local 80, and be ready for work at the regular scheduled starting time.

Unless otherwise instructed by the Employer, workmen reporting to their regular places of employment and are not assigned to work, shall be allowed a minimum of two hours at the regular rate of pay as reporting time. However, it shall be the responsibility of the workman to notify the Employer or his representative before quitting time of materials needed for the next day's work and also before completion of a job. Workmen required to take a physical examination, as a condition of employment shall do so at the expense of the employer and paid at the straight time rate of pay.

In event the job is beyond a dock or beach (on ships or islands) within the jurisdiction of Local 80, the Employer shall pay all traveling time and expenses to and from said job; traveling time to be paid for at the straight time rate.

When workmen are assigned or directed to report for work in Zone II, or Zone III, and the duration of the work is less than 40 hours on consecutive regular working days (excluding Saturday, Sunday, holidays and inclement weather) traveling time and expenses for one (1) round trip shall be paid by the Employer.

Workmen shall be paid traveling time, including transportation and other necessary expenses when directed to report on jobs beyond the jurisdiction of the Union.

In event workman are told to report to the other Local Union for referral to keep from paying such traveling time and expenses the employee must return to the referral office upon his return to Local Union No. 80's jurisdiction for referral.

Employees who are referred to an employer from Local 80's referral hall and leave Local Union 80's jurisdiction to perform work for an employer in another Local Union's jurisdiction shall be allowed to return to work for the same employer upon returning to Local 80's jurisdiction without again clearing through the referral hall.

### **Section 3.13 - EMPLOYERS SUPERVISION**

Jobs employing six (6) or more Journeymen, one (1) shall be designated as Foreman. The Employer shall select or promote the Foreman, also determine the duties and responsibilities including working with tools and be responsible for his actions as Foreman. There shall be no limit to gang size or when a General Foreman is required. Any person designated as a Foreman or General Foreman shall receive no less than the amount specified in the Agreement for such classification.

### **Section 3.14 - OLDER JOURNEYMAN HIRING**

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.

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### **Section 3.15 - TOOL LIST**

The following tools are required and must be in workable condition for :

#### **JOURNEYMAN WIREMAN**

- |                       |  |
|-----------------------|--|
| 1 - Tool Box and Lock | 1 – pair wire strippers                          |
| 1 - hammer, 16 oz.    | 1 - current National Elect. Code Book            |
| 1 - 6' rule           | 2 - phillips head screw driver - large and small |
| 1 - hack saw frame    | 1 voltage meter - 600 volt                       |

1 - 12" level

#### **APPRENTICES**

- |   |   |
|---|---|
| 1 – pocket knife  | 1 - 6' rule                                     |
| 1 - pencil  | 2 - pair combination pliers                     |
| 1 - 50' steel tape  | 1 - pr 9" high leverage side cutters            |
| 1 - tap wrench  | 1 - pocket knife                                |
| 1 - 50' chalk line  | 3 - flathead screw drivers - lg, med & sm       |
| 1 - center punch  | 2 - phillips head screw drivers - large & small |
| 1 - sm cold chisel 3/4"                                   | 1 - torpedo level                               |
| 1 - 10" adjustable wrench                                 | 1 - pair diagonal pliers                        |
| 1 - pr 9" high leverage side cutters                      | 1 - pair long nose pliers                       |
| 1 - pr long nose pliers                                   | 1 - tool pouch                                  |
| 1 - pr diag. cutting pliers                               | 1 - pencil                                      |
| 2 - pair combination pliers                               | 1 - hack saw frame                              |
| Assorted open & box end wrenches<br>7/16", 1/2" and 9/16" | 1 - current National Elect. Code Book           |

Socket set 3/8" drive up to 3/4" sockets

Set assorted allen wrenches up  
to 3/8"

3 - flathead screw drivers - lg, med & sm

### **Section 3.16 - EMPLOYERS TOOLS**

The employer shall furnish all tools and equipment deemed necessary to do the job other than in 3.15. When work is required to be performed in foul weather, the employer shall furnish the necessary foul weather gear to the employees who perform such work. If the employees misplace or lose such equipment, the employer shall not be responsible for replacement of such equipment in a twelve (12) month period.

### **Section 3.17 - INSTALLATION OF WORK**

Workmen shall install all electrical work in a safe and workman like manner and in accordance with applicable code and contract specifications.

### **Section 3.18 - CORRECTION OF WORK**

Journeymen shall be required to make corrections on improper workmanship for which they are responsible on their own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship.

### **Section 3.19 - EMPLOYEE USE OF PERSONAL VEHICLE**

No workman shall use any automobile, motorcycle, or other vehicle in such a manner considered to be unfair to other workmen or against the interest of the Union and no automobile shall be required as a condition of employment.

Personal trucks shall not be used to carry company tools, or materials, however, if the employee is requested, in writing by the Employer, to use his personal automobile to go from the shop to the job and carries company tools or materials, then the employee shall be reimbursed for such use at the rate as specified in Article III, Section 3.22, and shall be required to carry public liability insurance of \$50,000.00 and \$100,000.00 and property damage of \$10,000.00 at his own expense to protect himself and the Employer. A certificate of insurance to this effect shall be given the Employer and the Union. However, this shall in no way obligate any employee to carry tools or materials unless the employee elects to do so. Workmen shall not transport tools or materials that would tend to deface their vehicles. No automobile shall be required as a condition of employment.

### **Section 3.20 - MILEAGE ON AUTOMOBILE**

Only workmen furnishing vehicle for transportation shall be reimbursed in accordance to present IRS regulations and will be updated annually to concur with IRS allowances during the life of this agreement.

### **Section 3.21 - CONDUIT CUTTING AND THREADING ON JOB**

All conduit shall be cut and threaded on the job or at the shop by journeymen or apprentices covered by this Agreement. Where pipe cutting and threading machines are used, such shall be operated by a journeyman or an apprentice under the direct supervision of a journeyman.

### **Section 3.22 - ADEQUATE FACILITIES**

The Employer shall provide adequate facilities for their employees which includes, but not limited to, toilets, drinking facilities (with ice when temperatures reach 50 degrees and above) and suitable place for lunch, which shall be provided with heat in the winter, provided such facilities have not been made available.

### **Section 3.23 - REDUCTION IN WAGES**

It is agreed by the Employer that no employees covered by this Agreement shall suffer any reduction in wages or classification or in working conditions as a result of any provision contained herein, except to comply with the wage schedule for foremen.

## **ARTICLE IV** **INSIDE REFERRAL PROCEDURE**

**Section 4.01:** In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in the employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

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

**Section 4.03:** The Employer shall have the right to reject any applicant for employment.

**Section 4.04:** The 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:** The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

### **JOURNEYMAN WIREMAN - JOURNEYMAN TECHNICIAN**

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

Group 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 an employee whose group status changes under this provision.

**GROUP II** - All applicants for employment who have four or more years experience in the trade and who have passed a Journeyman's Examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or has been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

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

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

**Section 4.06:** 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:** 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 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: Cities of Norfolk, Portsmouth, Virginia Beach and Chesapeake and the County of Nansemond, Accomac and Northhampton Counties, Brunswick, Greenville, Lunenburg, Mecklenburg, and Southhampton Counties, State of Virginia and Gates, Pasquotank, Camden, Currituck, Perquimans, Chowan, Washington, Tyrrell and Dare Counties, State of North Carolina.

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.

**Section 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 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 the procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety days. An applicant shall be eligible for examination if he has four years experience at the trade.

**Section 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.

**Section 4.12:** An applicant who has registered on the Out of Work List must renew his application every thirty days or his name will be removed from the list.

**Section 4.13:** An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

**Section 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.

**Section 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 over age reference can be made.

**Section 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.

**Section 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 by the Local Union of this Section. 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:** A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral procedure records at any time during normal business hours.

**Section 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.

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

## **REPEATED DISCHARGE**

An applicant who is discharged for cause two times within a 12-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 JATC 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 recommend action; (4) restore the applicant to his/her appropriate place on the referral list.

## **ARTICLE V**

### **Section 5.01 - 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 Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

### **Section 5.02 - 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 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.

**Section 5.03 - LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE**  
**(LLMCC)**

The parties agree to participate in a Local Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 USC. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 USC. §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 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 improving 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.

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.

Each employer shall contribute \$0.00. 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 ACC Chapter, NECA, or its designee, shall be the collection agent for this Fund.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), 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.

#### **Section 5.04 - TIDEWATER ELECTRICAL INDUSTRY HEALTH FUND**

The Employer agrees to contribute in behalf of all employees working under the terms of this Agreement \$4.50 per hour into a Health Fund. Effective September 1, 2006 the employers' contribution to the existing Health and Welfare Fund shall be increased as the Trustees may require. These contributions shall be used to provide group life insurance, accidental death and dismemberment insurance, temporary disability insurance, hospital, surgical and medical expense benefits to eligible employees and their families in such form and amount as the trustees of the Health Fund may determine and the organization and administration expenses of the Health Fund.

The said Health Fund shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of representatives of the Employer and the Union which agreement and declaration of trust shall conform to all requirements of the law.

#### **Section 5.05 - TIDEWATER ELECTRICAL INDUSTRY PENSION FUND**

The employer agrees to contribute on behalf of all employees, except 1<sup>st</sup> year and unindentured apprentices, working under the terms of this agreement, 9.17% of their gross weekly pay into the Tidewater Electrical Industry Pension Fund on an individual account basis.

The said Pension Fund shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of persons representing the Local Union and the Employer.

The Trustees shall determine the rules and regulations regarding the pension Fund and that such rules and regulations conform to all requirements of the law.

#### **Section 5.06 - SOUTHERN ELECTRICAL RETIREMENT FUND**

The employer agrees to contribute on behalf of all employees working under the terms of this agreement, except 1<sup>st</sup> year and unindentured apprentices, \$.50 per hour worked, effective March 1, 2008, into a pension fund on an individual basis. (Southern Electrical Retirement Fund, 3928 Volunteer Drive, Chattanooga, TN 37416-3817, phone # 800-809-6774).

The said pension fund shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of persons representing the local union and the employer. The trustees shall determine the rules and regulations regarding the pension fund and that such rules and regulations conform to all requirements

**Section 5.07 - CREDIT UNION**

The Employer agrees to make Credit Union deductions weekly from the pay of each workman employed under the terms of this agreement on the basis of individually signed payroll deductions authorizations in the amount of 4% of gross weekly pay.

**Section 5.08 - APPRENTICESHIP FUND**

The parties to this agreement shall enter into a Joint Apprenticeship and Training Trust Fund Agreement, which shall conform to section 3.02 of the Labor-Management Relations Act of 1947 as amended.

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

All employers subject to the terms of this Agreement shall contribute 2.50% effective March 1, 2008 of their gross monthly labor payroll for each hour worked by journeymen and apprentices above the second period. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Employees Benefit Agreement."

The above contribution rate shall be maintained until the JATC fund balance reaches \$70,000 at which time the contribution rate shall become 1 percent. Any change in the contribution rate, consistent with the above thresholds, shall be preceded by sixty (60) days notice by the JATC to parties to this agreement.

**Section 5.09 - BOND AND FUND DELINQUENCY**

Any Employer who is delinquent in their payments two (2) times to the various funds stated within this agreement shall be required by the parties to this agreement to furnish a surety bond (or letter of credit issued by a bank) in accordance with the following schedule:

1 to 5 employees	\$ 3,000
5 or more employees	\$10,000

If the employer has a two (2) year period of current contributions to the various funds stated within this agreement, he shall not be required to furnish a surety bond. Proof of said surety bond shall be furnished to Local 80, IBEW and the Atlantic Coast Chapter NECA. The parties reserve the right to demand a bond upon the first delinquency.

All monthly payments which the Employer are committed to pay under the terms of this agreement shall be forwarded to the proper recipient no later than the twelfth (12) day of the following month. The payments shall be made by check or draft and shall constitute a debt due and owing to the respective parties. It is also understood that if such debt becomes delinquent, suit may be instituted to recover all debts due and said Employer shall also be liable for costs of litigation, liquidated damages, interest, and reasonable attorney fees.

## **Section 5.10 - WORKMEN'S COMPENSATION**

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 shall also make contributions to the Virginia Unemployment Compensation Commission.

The employer must file with the Business Manager of the Union a certificate of Insurance for Workmen's Compensation Insurance, also a request, and the State acknowledgement of such request for Unemployment Compensation on all employees.

## **Section 5.11 - 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:

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.

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 VI**

### **Section 6.01 - VIRGINIA ELECTRICAL INDUSTRY RECEIVING TRUST FUND**

There is hereby established a one check payment on all Trust Funds as well as NEBF, Local Credit Union, IBEW assessments, COPE, NECA dues where applicable, and Receiving Trust Fund contributions to a Receiving Trust Fund as provided in the Receiving Trust Fund Agreement. This Receiving Trust Fund shall be known as the 'Board 63 Collection Account Trust.' Payment shall constitute a debt due and owing to Board 63 Collection Account Trust on the last day of each calendar month and shall be mailed with the appropriate payroll report to reach the office of Board 63 no later than twelve (12) days following the end of each calendar month. It is understood and agreed that the failure of any employer to pay the proper amounts to the Electrical Industry Receiving Trust Fund as required shall constitute a breach of the current working agreement. Consistent with the Receiving Trust Fund Agreement, this fund is administered solely by employer trustees.

Effective March 01, 1998, employers shall contribute five cents (\$0.05) per

hour for each hour actually worked including premium and/or overtime hours for all employees covered by this agreement to the Board 63 Collection Account Trust. These monies are exclusively for the purpose of administering the Electrical Industry Receiving Trust Fund as reimbursement for reasonable expenses incurred in the operation of the Fund.

Monies received by the Receiving Trust fund will be paid to the respective Joint Apprenticeship and Training Trust Fund, the Tidewater Electrical Industry Pension Fund, the Tidewater Electrical Industry health Fund, Local Credit Union, and the NEBF, in accordance with the schedule of the Trust Fund contributions covered under this agreement; to the Local Union for the amount of assessments and COPE contributions; and to the NECA Chapter for dues and service charges owed by NECA members.

Additional monies received by the Receiving Trust Fund designated as Receiving Trust contributions and monies received in the form of investment income shall remain with the Fund and used exclusively to offset the expenses of the Receiving Trust as specified in the Trust Agreement to the extent that the money is available. Collection of the Receiving Fund contribution is the exclusive responsibility of the fund trustees.

The Receiving Fund shall not be responsible for the enforcement of payments required under this agreement, except for the \$0.05 contribution to the Receiving Trust. Responsibility for the enforcement of payment of all monies, except for Receiving Trust Fund contributions, shall remain with the respective funds, the Local Union and the Chapter as the case may be.

An annual audit shall be conducted of the Receiving Trust Fund. A copy of the audit shall be made available to the Local Union or any participating employer upon request.

No part of the funds collected under this trust shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its Local Union.

## **ARTICLE VII** **NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE FUND**

The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Committee Fund (NLMCC), under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 USC. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 USC. §186(c)(9). The purposes of this Fund include the following:

- (a) to improve communications between representatives of labor and management;
- (b) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (c) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (d) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical

construction industry;

- (e) to sponsor programs which improve job security, enhance economic and community development and promote the general welfare of the community and the industry;
- (f) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (g) 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 improving production;
- (h) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (i) to enhance the involvement of workers in making decisions that affect their working lives; and
- (j) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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 participation in the NLMCC, as provided in said Agreement and Declaration of Trust.

Each employer shall contribute one cent (1¢) 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 Atlantic Coast Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

**ARTICLE VIII**  
**APPRENTICESHIP AND TRAINING**

Section 8.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

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

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

**Section 8.02.** All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately. The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings. The JATC should meet on a monthly basis, and also upon the call of the Chairman.

**Section 8.03.** 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 I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

**Section 8.04.** 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 telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement. All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

**Section 8.05.** The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

**Section 8.06.** 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.

**Section 8.07.** All apprentices shall enter the program through the JATC as provided for in the registered 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 some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

**Section 8.08.** The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per section 8.12.

**Section 8.09.** Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

**Section 8.10.** To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification 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 are not to work on wage and hour (prevailing wage) job sites. Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship. The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

**Section 8.11.** 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.

**Section 8.12.** Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

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

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

**Section 8.13.** 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 skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice. Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeymen Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

**Section 8.14.** 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.

**Section 8.15.** The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations. The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

**Section 8.16.** 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% effective March 1, 2007 and 2.00% effective September 1, 2007 of the 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.

## **ARTICLE IX** **SAFETY RULES**

There shall be a Joint Safety Committee composed of three (3) members of the Union Employers Section, Tidewater Division, Atlantic Coast Chapter NECA and three (3) members of IBEW Local Union 80. The duties of this Committee shall be to develop and recommend safe work rules that are equal or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State laws. Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

Two Journeymen shall work together on all energized circuits of 440 volts AC or 250 volts DC, or respective higher voltages. Journeymen shall be used in assisting Cable Splicers.

Cable Splicers shall not be required to work on wires or cables when the difference in potentials is over 200 volts between any two conductors or between any conductor or ground, unless assisted by one Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 480-volt circuit.

No employees shall be compelled to use powder-actuating tools. Only qualified employees shall be permitted to use powder-actuated tools.

The Employer shall furnish hard hats when such are required and shall also furnish proper individual protective gear to workmen engaged in burning and welding operations.

The safe work practices that are in effect on utility company property which are more stringent than those in this Agreement shall apply to work, which is performed on that property under the terms of this Agreement.

It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

## **ARTICLE X** **IMMIGRATION REFORM AND CONTROL ACT**

All referrals from the Local Union shall be required to produce the documentation required by Federal Law and to complete a form I-9 in the presence of the Employer or the Employer's Representative, also required by law. Any person who cannot produce the required documentation within three days will not be accepted for employment and will not be eligible to receive reporting time.

**ARTICLE XI**  
**SUBSTANCE ABUSE**

**Section 11.01.** 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 XII**  
**CODE OF EXCELLENCE**

**Section 12.01.** 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 designated by the IBEW and NECA.

**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.

Signed the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by the Labor- Management Committee:

Union Employers Section, Tidewater Division  
Atlantic Coast Chapter  
National Electrical Contractors Association

BY: Lawrence R. Moter, Jr. \_\_\_\_\_  
Chapter Manager

Local Union No. 80 of The International Brotherhood of Electrical Workers, Norfolk,  
Virginia.

BY: Matthew M. Yonka \_\_\_\_\_  
Business Manager

## **ADDENDUM A**

### **UNINDENTURED APPRENTICE WAGE RATES**

Unindentured apprentices shall be paid 45% of Journeyman Wireman rates

The only benefit plans in which first year apprentices and unindentured employees shall participate are local health and welfare plans and National Electrical Benefit Fund.

**EXHIBIT C - National Electrical Benefit Fund (NEBF) - Local 80**

Sec. 5.01 of CBA - Fund Contribution Rate is 3% of gross monthly payroll

<b>Quarter</b>	<b>Month</b>	<b>Hours Per Month</b>	<b>Hourly Wage Rate</b>	<b>Monthly Wages per Employee</b>	<b>Number of Employees in Unit</b>	<b>Gross Monthly Payroll</b>	<b>Monthly Fund Contribution</b>	<b>Quarter Totals</b>
4Q 2008	Nov-08	127	\$22.80	\$2,895.60	3	\$8,686.80	\$260.60	
	Dec-08	141	\$22.80	\$3,214.80	3	\$9,644.40	\$289.33	
Total								<b>\$549.94</b>
1Q 2009	Jan-09	141	\$22.80	\$3,214.80	5	\$16,074.00	\$482.22	
	Feb-09	141	\$22.80	\$3,214.80	5	\$16,074.00	\$482.22	
	Mar-09	141	\$22.80	\$3,214.80	5	\$16,074.00	\$482.22	
Total								<b>\$1,446.66</b>
2Q 2009	Apr-09	141	\$22.80	\$3,214.80	3	\$9,644.40	\$289.33	
	May-09	141	\$22.80	\$3,214.80	3	\$9,644.40	\$289.33	
	Jun-09	141	\$22.80	\$3,214.80	3	\$9,644.40	\$289.33	
Total								<b>\$868.00</b>
3Q 2009	Jul-09	141	\$22.80	\$3,214.80	3	\$9,644.40	\$289.33	
	Aug-09	141	\$22.80	\$3,214.80	3	\$9,644.40	\$289.33	
	Sep-09	141	\$22.80	\$3,214.80	3	\$9,644.40	\$289.33	
Total								<b>\$868.00</b>
4Q 2009	Oct-09	141	\$22.80	\$3,214.80	2	\$6,429.60	\$192.89	
	Nov-09	141	\$22.80	\$3,214.80	2	\$6,429.60	\$192.89	
	Dec-09	141	\$22.80	\$3,214.80	2	\$6,429.60	\$192.89	
Total								<b>\$578.66</b>
1Q 2010	Jan-10	141	\$22.80	\$3,214.80	3	\$9,644.40	\$289.33	
	Feb-10	141	\$22.80	\$3,214.80	3	\$9,644.40	\$289.33	
	Mar-10	141	\$23.05	\$3,250.05	3	\$9,750.15	\$292.50	
Total								<b>\$871.17</b>
2Q 2010	Apr-10	141	\$23.05	\$3,250.05	3	\$9,750.15	\$292.50	
	May-10	141	\$23.05	\$3,250.05	3	\$9,750.15	\$292.50	
	Jun-10	141	\$23.05	\$3,250.05	3	\$9,750.15	\$292.50	
Total								<b>\$877.51</b>

**EXHIBIT C - National Electrical Benefit Fund (NEBF) - Local 80**

Sec. 5.01 of CBA - Fund Contribution Rate is 3% of gross monthly payroll

<b>Quarter</b>	<b>Month</b>	<b>Hours Per Month</b>	<b>Hourly Wage Rate</b>	<b>Monthly Wages per Employee</b>	<b>Number of Employees in Unit</b>	<b>Gross Monthly Payroll</b>	<b>Monthly Fund Contribution</b>	<b>Quarter Totals</b>
3Q 2010	Jul-10	141	\$23.05	\$3,250.05	2	\$6,500.10	\$195.00	
	Aug-10	141	\$23.05	\$3,250.05	2	\$6,500.10	\$195.00	
	Sep-10	141	\$23.05	\$3,250.05	2	\$6,500.10	\$195.00	
Total								<b>\$585.01</b>
4Q 2010	Oct-10	141	\$23.05	\$3,250.05	2	\$6,500.10	\$195.00	
	Nov-10	141	\$23.05	\$3,250.05	2	\$6,500.10	\$195.00	
	Dec-10	141	\$23.05	\$3,250.05	2	\$6,500.10	\$195.00	
Total								<b>\$585.01</b>
1Q 2011	Jan-11	141	\$23.05	\$3,250.05	2	\$6,500.10	\$195.00	
	Feb-11	141	\$23.05	\$3,250.05	2	\$6,500.10	\$195.00	
	Mar-11	141	\$23.05	\$3,250.05	2	\$6,500.10	\$195.00	
Total								<b>\$585.01</b>
2Q 2011	Apr-11	141	\$23.05	\$3,250.05	2	\$6,500.10	\$195.00	
	May-11	141	\$23.05	\$3,250.05	2	\$6,500.10	\$195.00	
	Jun-11	141	\$23.55	\$3,320.55	2	\$6,641.10	\$199.23	
Total								<b>\$589.24</b>
3Q 2011	Jul-11	141	\$23.55	\$3,320.55	2	\$6,641.10	\$199.23	
	Aug-11	141	\$23.55	\$3,320.55	2	\$6,641.10	\$199.23	
	Sep-11	141	\$23.55	\$3,320.55	2	\$6,641.10	\$199.23	
Total								<b>\$597.70</b>
4Q 2011	Oct-11	141	\$23.55	\$3,320.55	2	\$6,641.10	\$199.23	
	Nov-11	141	\$23.55	\$3,320.55	2	\$6,641.10	\$199.23	
	Dec-11	141	\$24.05	\$3,391.05	2	\$6,782.10	\$203.46	
Total								<b>\$601.93</b>
1Q 2012	Jan-12	141	\$24.05	\$3,391.05	2	\$6,782.10	\$203.46	
	Feb-12	141	\$24.05	\$3,391.05	2	\$6,782.10	\$203.46	
	Mar-12	141	\$24.05	\$3,391.05	2	\$6,782.10	\$203.46	
Total								<b>\$610.39</b>
<b>Total Contributions to NEBF - Local 80</b>								<b>\$10,214.22</b>

**EXHIBIT D - Tidewater Electrical Industry Health Fund (TEIH)**

Section 5.04 of the CBA - Fund Contributions at the rate of \$4.50 per hour per employee

<b>Quarter</b>	<b>Month</b>	<b>Hours Per Month</b>	<b>Contribution Rate</b>	<b>Contribution per Employee</b>	<b>Number of Employees in Unit</b>	<b>Monthly Fund Contribution</b>	<b>Quarter Totals</b>
4Q 2008	Nov-08	127	\$4.50	\$571.50	3	\$1,714.50	
	Dec-08	141	\$4.50	\$634.50	3	\$1,903.50	
Total							<b>\$3,618.00</b>
1Q 2009	Jan-09	141	\$4.50	\$634.50	5	\$3,172.50	
	Feb-09	141	\$4.50	\$634.50	5	\$3,172.50	
	Mar-09	141	\$4.50	\$634.50	5	\$3,172.50	
Total							<b>\$9,517.50</b>
2Q 2009	Apr-09	141	\$4.50	\$634.50	3	\$1,903.50	
	May-09	141	\$4.50	\$634.50	3	\$1,903.50	
	Jun-09	141	\$4.50	\$634.50	3	\$1,903.50	
Total							<b>\$5,710.50</b>
3Q 2009	Jul-09	141	\$4.50	\$634.50	3	\$1,903.50	
	Aug-09	141	\$4.50	\$634.50	3	\$1,903.50	
	Sep-09	141	\$4.50	\$634.50	3	\$1,903.50	
Total							<b>\$5,710.50</b>
4Q 2009	Oct-09	141	\$4.50	\$634.50	2	\$1,269.00	
	Nov-09	141	\$4.50	\$634.50	2	\$1,269.00	
	Dec-09	141	\$4.50	\$634.50	2	\$1,269.00	
Total							<b>\$3,807.00</b>
1Q 2010	Jan-10	141	\$4.50	\$634.50	3	\$1,903.50	
	Feb-10	141	\$4.50	\$634.50	3	\$1,903.50	
	Mar-10	141	\$4.50	\$634.50	3	\$1,903.50	
Total							<b>\$5,710.50</b>
2Q 2010	Apr-10	141	\$4.50	\$634.50	3	\$1,903.50	
	May-10	141	\$4.50	\$634.50	3	\$1,903.50	
	Jun-10	141	\$4.50	\$634.50	3	\$1,903.50	
Total							<b>\$5,710.50</b>

**EXHIBIT D - Tidewater Electrical Industry Health Fund (TEIH)**

Section 5.04 of the CBA - Fund Contributions at the rate of \$4.50 per hour per employee

<b>Quarter</b>	<b>Month</b>	<b>Hours Per Month</b>	<b>Contribution Rate</b>	<b>Contribution per Employee</b>	<b>Number of Employees in Unit</b>	<b>Monthly Fund Contribution</b>	<b>Quarter Totals</b>
3Q 2010	Jul-10	141	\$4.50	\$634.50	2	\$1,269.00	
	Aug-10	141	\$4.50	\$634.50	2	\$1,269.00	
	Sep-10	141	\$4.50	\$634.50	2	\$1,269.00	
Total							<b>\$3,807.00</b>
4Q 2010	Oct-10	141	\$4.50	\$634.50	2	\$1,269.00	
	Nov-10	141	\$4.50	\$634.50	2	\$1,269.00	
	Dec-10	141	\$4.50	\$634.50	2	\$1,269.00	
Total							<b>\$3,807.00</b>
1Q 2011	Jan-11	141	\$4.50	\$634.50	2	\$1,269.00	
	Feb-11	141	\$4.50	\$634.50	2	\$1,269.00	
	Mar-11	141	\$4.50	\$634.50	2	\$1,269.00	
Total							<b>\$3,807.00</b>
2Q 2011	Apr-11	141	\$4.50	\$634.50	2	\$1,269.00	
	May-11	141	\$4.50	\$634.50	2	\$1,269.00	
	Jun-11	141	\$4.50	\$634.50	2	\$1,269.00	
Total							<b>\$3,807.00</b>
3Q 2011	Jul-11	141	\$4.50	\$634.50	2	\$1,269.00	
	Aug-11	141	\$4.50	\$634.50	2	\$1,269.00	
	Sep-11	141	\$4.50	\$634.50	2	\$1,269.00	
Total							<b>\$3,807.00</b>
4Q 2011	Oct-11	141	\$4.50	\$634.50	2	\$1,269.00	
	Nov-11	141	\$4.50	\$634.50	2	\$1,269.00	
	Dec-11	141	\$4.50	\$634.50	2	\$1,269.00	
Total							<b>\$3,807.00</b>
1Q 2012	Jan-12	141	\$4.50	\$634.50	2	\$1,269.00	
	Feb-12	141	\$4.50	\$634.50	2	\$1,269.00	
	Mar-12	141	\$4.50	\$634.50	2	\$1,269.00	
Total							<b>\$3,807.00</b>
<b>Total Contributions to Tidewater Electrical Industry Health Fund</b>							<b>\$66,433.50</b>

**EXHIBIT E - Tidewater Electrical Industry Pension Fund (TEIP)**

<b>Quarter</b>	<b>Month</b>	<b>Hours Per Week</b>	<b>Hourly Wage Rate</b>	<b>Wages per Week per Employee</b>	<b>Number of Employees in Unit</b>	<b>Gross Weekly Payroll</b>	<b>Weeks per Quarter</b>	<b>Gross Quarterly Payroll</b>	<b>Quarterly Fund Contribution</b>
3Q 2010	Jul-10	32.5	\$23.05	\$749.13	2	\$1,498.25			
	Aug-10	32.5	\$23.05	\$749.13	2	\$1,498.25			
	Sep-10	32.5	\$23.05	\$749.13	2	\$1,498.25	13	\$19,477.25	<b>\$1,786.06</b>
4Q 2010	Oct-10	32.5	\$23.05	\$749.13	2	\$1,498.25			
	Nov-10	32.5	\$23.05	\$749.13	2	\$1,498.25			
	Dec-10	32.5	\$23.05	\$749.13	2	\$1,498.25	13	\$19,477.25	<b>\$1,786.06</b>
1Q 2011	Jan-11	32.5	\$23.05	\$749.13	2	\$1,498.25			
	Feb-11	32.5	\$23.05	\$749.13	2	\$1,498.25			
	Mar-11	32.5	\$23.05	\$749.13	2	\$1,498.25	13	\$19,477.25	<b>\$1,786.06</b>
2Q 2011	Apr-11	32.5	\$23.05	\$749.13	2	\$1,498.25	4		
	May-11	32.5	\$23.05	\$749.13	2	\$1,498.25	4		
	Jun-11	32.5	\$23.55	\$765.38	2	\$1,530.75	5	\$31,997.75	<b>\$2,934.19</b>
3Q 2011	Jul-11	32.5	\$23.55	\$765.38	2	\$1,530.75			
	Aug-11	32.5	\$23.55	\$765.38	2	\$1,530.75			
	Sep-11	32.5	\$23.55	\$765.38	2	\$1,530.75	13	\$19,899.75	<b>\$1,824.81</b>
4Q 2011	Oct-11	32.5	\$23.55	\$765.38	2	\$1,530.75	4		
	Nov-11	32.5	\$23.55	\$765.38	2	\$1,530.75	5		
	Dec-11	32.5	\$24.05	\$781.63	2	\$1,563.25	4	\$32,633.15	<b>\$2,992.46</b>
1Q 2012	Jan-12	32.5	\$24.05	\$781.63	2	\$1,563.25			
	Feb-12	32.5	\$24.05	\$781.63	2	\$1,563.25			
	Mar-12	32.5	\$24.05	\$781.63	2	\$1,563.25	13	\$20,322.25	<b>\$1,863.55</b>
<b>Total Contributions to Tidewater Electrical Industry Pension Fund</b>									<b>\$29,938.51</b>

**EXHIBIT E - Tidewater Electrical Industry Pension Fund (TEIP)**

Section 5.05 of CBA - Fund Contributions at the following rates:

Effective November 5, 2008 - 7% of gross weekly payroll

\*Effective March 1, 2010 - 9.17% of gross weekly payroll

Quarter	Month	Hours Per Week	Hourly Wage Rate	Wages per Week per Employee	Number of Employees in Unit	Gross Weekly Payroll	Weeks per Quarter	Gross Quarterly Payroll	Quarterly Fund Contribution
4Q 2008	Nov-08	32.5	\$22.80	\$741.00	3	\$2,223.00	8	\$17,784.00	\$1,244.88
	Dec-08	32.5	\$22.80	\$741.00	3	\$2,223.00			
1Q 2009	Jan-09	32.5	\$22.80	\$741.00	5	\$3,705.00	13	\$48,165.00	\$3,371.55
	Feb-09	32.5	\$22.80	\$741.00	5	\$3,705.00			
	Mar-09	32.5	\$22.80	\$741.00	5	\$3,705.00			
2Q 2009	Apr-09	32.5	\$22.80	\$741.00	3	\$2,223.00	13	\$28,899.00	\$2,022.93
	May-09	32.5	\$22.80	\$741.00	3	\$2,223.00			
	Jun-09	32.5	\$22.80	\$741.00	3	\$2,223.00			
3Q 2009	Jul-09	32.5	\$22.80	\$741.00	3	\$2,223.00	13	\$28,899.00	\$2,022.93
	Aug-09	32.5	\$22.80	\$741.00	3	\$2,223.00			
	Sep-09	32.5	\$22.80	\$741.00	3	\$2,223.00			
4Q 2009	Oct-09	32.5	\$22.80	\$741.00	2	\$1,482.00	13	\$19,266.00	\$1,348.62
	Nov-09	32.5	\$22.80	\$741.00	2	\$1,482.00			
	Dec-09	32.5	\$22.80	\$741.00	2	\$1,482.00			
1Q 2010	Jan-10	32.5	\$22.80	\$741.00	3	\$2,223.00	4	\$8,892.00	\$622.44
	Feb-10	32.5	\$22.80	\$741.00	3	\$2,223.00	4	\$8,892.00	\$622.44
	* Mar-10	32.5	\$23.05	\$749.13	3	\$2,247.38	5	\$11,236.88	\$1,030.42
2Q 2010	Apr-10	32.5	\$23.05	\$749.13	3	\$2,247.38	13	\$29,215.88	\$2,679.10
	May-10	32.5	\$23.05	\$749.13	3	\$2,247.38			
	Jun-10	32.5	\$23.05	\$749.13	3	\$2,247.38			



**EXHIBIT F - Southern Electrical Retirement Fund (SERF) - Local 80**

<b>Quarter</b>	<b>Month</b>	<b>Hours Per Month</b>	<b>Contribution Rate</b>	<b>Contribution per Employee</b>	<b>Number of Employees in Unit</b>	<b>Monthly Fund Contribution</b>	<b>Quarter Totals</b>
3Q 2010	Jul-10	141	\$0.50	\$70.50	2	\$141.00	
	Aug-10	141	\$0.50	\$70.50	2	\$141.00	
	Sep-10	141	\$0.50	\$70.50	2	\$141.00	
Total							<b>\$423.00</b>
4Q 2010	Oct-10	141	\$0.50	\$70.50	2	\$141.00	
	Nov-10	141	\$0.50	\$70.50	2	\$141.00	
	Dec-10	141	\$0.50	\$70.50	2	\$141.00	
Total							<b>\$423.00</b>
1Q 2011	Jan-11	141	\$0.50	\$70.50	2	\$141.00	
	Feb-11	141	\$0.50	\$70.50	2	\$141.00	
	Mar-11	141	\$0.50	\$70.50	2	\$141.00	
Total							<b>\$423.00</b>
2Q 2011	Apr-11	141	\$0.50	\$70.50	2	\$141.00	
	May-11	141	\$0.50	\$70.50	2	\$141.00	
	Jun-11	141	\$0.50	\$70.50	2	\$141.00	
Total							<b>\$423.00</b>
3Q 2011	Jul-11	141	\$0.50	\$70.50	2	\$141.00	
	Aug-11	141	\$0.50	\$70.50	2	\$141.00	
	Sep-11	141	\$0.50	\$70.50	2	\$141.00	
Total							<b>\$423.00</b>
4Q 2011	Oct-11	141	\$0.50	\$70.50	2	\$141.00	
	Nov-11	141	\$0.50	\$70.50	2	\$141.00	
	Dec-11	141	\$0.50	\$70.50	2	\$141.00	
Total							<b>\$423.00</b>
1Q 2012	Jan-12	141	\$0.50	\$70.50	2	\$141.00	
	Feb-12	141	\$0.50	\$70.50	2	\$141.00	
	Mar-12	141	\$0.50	\$70.50	2	\$141.00	
Total							<b>\$423.00</b>
<b>Total Contribution to SERF - Local 80</b>							<b>\$5,594.25</b>

**EXHIBIT G - Joint Apprenticeship and Training Fund (JATF) - Local 80**

Section 5.08 of CBA - Fund Contributions set at the following rates:

Effective November 5, 2008 - 2% of gross monthly payroll

\*Effective March 1, 2010 - 2.5% of gross monthly payroll

<b>Quarter</b>	<b>Month</b>	<b>Hours Per Month</b>	<b>Hourly Wage Rate</b>	<b>Monthly Wages per Employee</b>	<b>Number of Employees in Unit</b>	<b>Gross Monthly Payroll</b>	<b>Monthly Fund Contribution</b>	<b>Quarter Totals</b>
4Q 2008	Nov-08	127	\$22.80	\$2,895.60	3	\$8,686.80	\$173.74	
	Dec-08	141	\$22.80	\$3,214.80	3	\$9,644.40	\$192.89	
<b>Total</b>								<b>\$366.62</b>
1Q 2009	Jan-09	141	\$22.80	\$3,214.80	5	\$16,074.00	\$321.48	
	Feb-09	141	\$22.80	\$3,214.80	5	\$16,074.00	\$321.48	
	Mar-09	141	\$22.80	\$3,214.80	5	\$16,074.00	\$321.48	
<b>Total</b>								<b>\$964.44</b>
2Q 2009	Apr-09	141	\$22.80	\$3,214.80	3	\$9,644.40	\$192.89	
	May-09	141	\$22.80	\$3,214.80	3	\$9,644.40	\$192.89	
	Jun-09	141	\$22.80	\$3,214.80	3	\$9,644.40	\$192.89	
<b>Total</b>								<b>\$578.66</b>
3Q 2009	Jul-09	141	\$22.80	\$3,214.80	3	\$9,644.40	\$192.89	
	Aug-09	141	\$22.80	\$3,214.80	3	\$9,644.40	\$192.89	
	Sep-09	141	\$22.80	\$3,214.80	3	\$9,644.40	\$192.89	
<b>Total</b>								<b>\$578.66</b>
4Q 2009	Oct-09	141	\$22.80	\$3,214.80	2	\$6,429.60	\$128.59	
	Nov-09	141	\$22.80	\$3,214.80	2	\$6,429.60	\$128.59	
	Dec-09	141	\$22.80	\$3,214.80	2	\$6,429.60	\$128.59	
<b>Total</b>								<b>\$385.78</b>
1Q 2010	Jan-10	141	\$22.80	\$3,214.80	3	\$9,644.40	\$192.89	
	Feb-10	141	\$22.80	\$3,214.80	3	\$9,644.40	\$192.89	
	*Mar-10	141	\$23.05	\$3,250.05	3	\$9,750.15	\$243.75	
<b>Total</b>								<b>\$629.53</b>
2Q 2010	Apr-10	141	\$23.05	\$3,250.05	3	\$9,750.15	\$243.75	
	May-10	141	\$23.05	\$3,250.05	3	\$9,750.15	\$243.75	
	Jun-10	141	\$23.05	\$3,250.05	3	\$9,750.15	\$243.75	
<b>Total</b>								<b>\$731.26</b>

**EXHIBIT G - Joint Apprenticeship and Training Fund (JATF) - Local 80**

<b>Quarter</b>	<b>Month</b>	<b>Hours Per Month</b>	<b>Hourly Wage Rate</b>	<b>Monthly Wages per Employee</b>	<b>Number of Employees in Unit</b>	<b>Gross Monthly Payroll</b>	<b>Monthly Fund Contribution</b>	<b>Quarter Totals</b>
3Q 2010	Jul-10	141	\$23.05	\$3,250.05	2	\$6,500.10	\$162.50	
	Aug-10	141	\$23.05	\$3,250.05	2	\$6,500.10	\$162.50	
	Sep-10	141	\$23.05	\$3,250.05	2	\$6,500.10	\$162.50	
Total								<b>\$487.51</b>
4Q 2010	Oct-10	141	\$23.05	\$3,250.05	2	\$6,500.10	\$162.50	
	Nov-10	141	\$23.05	\$3,250.05	2	\$6,500.10	\$162.50	
	Dec-10	141	\$23.05	\$3,250.05	2	\$6,500.10	\$162.50	
Total								<b>\$487.51</b>
1Q 2011	Jan-11	141	\$23.05	\$3,250.05	2	\$6,500.10	\$162.50	
	Feb-11	141	\$23.05	\$3,250.05	2	\$6,500.10	\$162.50	
	Mar-11	141	\$23.05	\$3,250.05	2	\$6,500.10	\$162.50	
Total								<b>\$487.51</b>
2Q 2011	Apr-11	141	\$23.05	\$3,250.05	2	\$6,500.10	\$162.50	
	May-11	141	\$23.05	\$3,250.05	2	\$6,500.10	\$162.50	
	Jun-11	141	\$23.55	\$3,320.55	2	\$6,641.10	\$166.03	
Total								<b>\$491.03</b>
3Q 2011	Jul-11	141	\$23.55	\$3,320.55	2	\$6,641.10	\$166.03	
	Aug-11	141	\$23.55	\$3,320.55	2	\$6,641.10	\$166.03	
	Sep-11	141	\$23.55	\$3,320.55	2	\$6,641.10	\$166.03	
Total								<b>\$498.08</b>
4Q 2011	Oct-11	141	\$23.55	\$3,320.55	2	\$6,641.10	\$166.03	
	Nov-11	141	\$23.55	\$3,320.55	2	\$6,641.10	\$166.03	
	Dec-11	141	\$24.05	\$3,391.05	2	\$6,782.10	\$169.55	
Total								<b>\$501.61</b>
1Q 2012	Jan-12	141	\$24.05	\$3,391.05	2	\$6,782.10	\$169.55	
	Feb-12	141	\$24.05	\$3,391.05	2	\$6,782.10	\$169.55	
	Mar-12	141	\$24.05	\$3,391.05	2	\$6,782.10	\$169.55	
Total								<b>\$508.66</b>
<b>Total Contributions JATF - Local 80</b>								<b>\$7,696.86</b>

# **Inside Agreement**

**Between**

**Hampton Roads Division  
Atlantic Coast Chapter  
NECA**

**And**

**Local Union No. 1340  
IBEW**

**December 1, 2005– November 30, 2008**

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## Inside Agreement

Agreement by and between the Hampton Roads Division, Atlantic Coast Chapter, National Electrical Contractors Association (NECA) and Local Union No. 1340, 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 Hampton Roads Division, Atlantic Coast Chapter, National Electrical Contractor's Association and the term "Union" shall mean Local Union No. 1340, International Brotherhood of Electrical Workers.

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 1

### Section 1.01 - Term of Agreement

This Agreement shall take effect December 1, 2005, and shall remain in effect until November 30, 2008, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.

### Section 1.02 - Notification of Change

- (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 not 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 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 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 decision 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

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 - Work Stoppage

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 Employer. 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 or Disputes

All grievances or questions in dispute shall be adjusted by the duly authorized representatives 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 - Labor Management Committee

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

#### Section 1.08 - Council for Industrial Relations

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.

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

#### Section 1.09 - Time Limits

Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within forty-five (45) working days of its occurrence shall be deemed to no longer exist.

## Article 2

#### Section 2.01 - 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 2.02 - Foreman Call by Name

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

- (a) The Employer shall notify the Business Manager in writing the name of the individual who is requested for employment as Foreman.
- (b) He will remain as Foreman with Foreman's pay for the duration of his employment and shall actually serve as a Foreman.
- (c) The Employee has not worked under the Local 1340 Inside Agreement within the past two weeks, or voluntarily quit and/or terminated for cause within the past thirty (30) days from his previous Employer.

#### Section 2.03 - Workers Compensation and Other Insurance

For all employees covered by this Agreement, the Employer shall carry Workers' 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 the state in which the work is performed. He shall also make voluntary contributions to the Virginia Employment Commission regardless of the number of employees.

#### Section 2.04 - Union Recognition

The Employer recognizes the Union as the exclusive representative of all its electrical employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. Any and all such Employees shall receive at least the minimum wages and work under the conditions of this Agreement.

#### Section 2.05 - 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 2.06 - Surety Bond

(a). Each Employer shall furnish a surety bond made payable to Local Union No. 1340, IBEW to secure payment of all contract amounts due for fringe benefits, employee wage deductions, and other employer contract obligations, including the Local 1340 Health Fund, Southern Electrical Retirement Fund (SERF), National Electrical Benefit Fund (NEBF), National Electrical Industry Fund (NEIF) or NECA Service Charge, Local 2340 Joint Apprenticeship Training Committee and Trust Fund (JATC), Union Dues, Credit Union, C.O.P.E., Virginia Electrical Industry Receiving Trust, National Labor Management Cooperation Committee (NLMCC), and Local Labor Management Cooperation Committee (LMCC). The bond amount each individual employer is required to remit is as follows:

0 - 5	Employees - \$ 7,500.00
6 - 10	Employees - \$15,000.00
11 - 25	Employees - \$30,000.00
26 - 50	Employees - \$60,000.00
Over 50	Employees - \$30,000.00 for all increments of 25 employees

(b). An Employer with a twelve consecutive month record of timely payments to the Virginia Electrical Receiving Trust Fund as of December 01, 2005 shall not be required to post said bond unless he incurs a delinquency after December 01, 2005. The Union shall then immediately notify the delinquent employer by certified letter of the bond provision within this Article/Section for the delinquent employer's prompt compliance to furnish a surety bond in accord with Article 2 Section 2.07 (a).

(c). An employer may furnish cash in lieu of a bond which the Union shall place in an individual employer account with interest accruing to the employer is permissible by the financial institution where the money is deposited.

(d). The bond shall not be cancelled without 15 days prior notice to the employer and Local Union No. 1340, IBEW.

#### Section 2.07 - 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 2.08 - Loaning of Employees

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.

#### Section 2.09 - Members Contracting for Work

No member of Local Union 1340, while he remains a member of such local and subject to employment by employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work

#### Section 2.10 - Installation of Work

Workers under this agreement shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications, and shall be required to make correction on improper workmanship.

#### Section 2.11 - Discipline of Members

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

#### Section 2.12 - Policy of the Local Union

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.

#### Section 2.13 - Stewards

The Employer recognizes the right of the Union to appoint a steward or stewards at any shop or on any job where workmen are employed under the terms of this Agreement. Such stewards shall be allowed sufficient time during working hours to see that the terms and conditions of this Agreement are observed for the benefit of both parties to this Agreement.

The business manager shall be notified and given reason before a steward is transferred or laid off.

It is hereby understood that the steward shall be among the last five (5) employees remaining on a project after lay-offs or reductions in force. This shall in no way limit the Employer's right to terminate any Employee for cause. This steward shall not be discriminated against for the performance of his duties by either party of the Agreement.

#### Section 2.14 - Union Job Access

A representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of the Agreement.

#### Section 2.15 - Picket Language

- (a) It shall not be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee for an employee to refuse to cross a lawfully established primary picket line whether at the premises of another Employer or the employee's own Employer.
- (b). Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for by the Employer.

#### Section 2.16 - Tool List

Journeyman Wireman shall provide themselves with the following tools:

- 1 Toolbox
- 1 Ball Peen Hammer, 1 1/2 Lb S
- 1 Key Hole Saw
- 1 Six Foot Rule
- 1 Hacksaw Frame
- 1 Solenoid Voltage Tester
- 1 Ten Inch Adjustable Wrench
- 1 Pr. Side Cutting Pliers (8 Or 9 Inch)
- 1 Pr. Needle Nose Pliers
- 1 Pr. Diagonal Pliers
- 1 Pr. Wire Strippers
- 1 Combination Square
- 1 Pocket Knife
- 1 Small Level
- 1 Plumb Bob

- 1 Centerpunch
- 2 Pair Channel Lock Pliers
- 3 Straight Blade Screw Drivers, Small, Medium, Large
- 3 Phillips Screw Drivers, Small, Medium, Large
- 1 Tool Pouch
- 1 Lock
- 1 Ugly's Reference Book or NJATC Equivalent

#### Section 2.17 - Employer's Tools

The employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools and equipment issued to them, provided the employer furnishes the necessary lockers, tool boxes and other safe places for storage. The employer shall be responsible for the replacement of tools (on the tool list) within (5) five normal working days if they are stolen from the employer's safekeeping or lost due to fire. Workmen shall be allowed a reasonable length of time prior to quitting time to pick up the tools.

#### Section 2.18 - Age Ratio

On all jobs employing five (5) or more journeymen, at least every fifth journeyman, if available, shall be 50 years of age or older.

#### Section 2.19 - Subletting Electrical Work

- (a) The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by any individual employer of the approved agreement of this or any other Local Union of the IBEW other than violations of Section 2.19 (b) of this article, will be sufficient cause for the cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.
- (b) The subletting, assigning or transfer by an individual employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his Employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alterations, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.
- (c) All charges of violations of Paragraph (2) of this Article 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 2.20 - Savings Clause

It is not the intent of either party hereto to violate any laws or rulings, regulations or executive orders of any governmental authority or agency, or any court having jurisdiction over the subject matter of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are held void or as being in contravention of any such laws, rules, regulations or executive orders, or court decisions nevertheless, the remainder of this Agreement shall remain in full force and effect.

## Article 3

### Section 3.01 - Working Hours

Eight (8) hours work between the hours of 7:00 a.m. and 4:30 p.m., with not less than thirty (30) minutes nor more than one (1) hour for a lunch period shall constitute a work day. Forty (40) hours with five (5) days Monday through Friday inclusive shall constitute a work week.

### Section 3.02 - Four Tens Schedule

The Employer with prior notice to the Local 1340 may institute on a Monday morning a work week consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday with one-half hour allowed for lunch period. Friday may be used as a make-up day for rain or snow at straight time rate. If a holiday is to be made up on Friday, it shall be at one and one-half time the regular straight time rate of pay.

### Section 3.03 - Saturday Make-Up Day

Jobs that are on forty (40) hours with (5) days, Monday through Friday, may use Saturday as a make-up day for rain or snow. Saturday shall be confined to eight (8) hours work between the hours of 7:00 AM and 4:30 PM with 1/2 hour for lunch allowed at 12 Noon. Any further hours worked shall be paid 1 1/2 times the straight-time rate of pay. This section shall not apply to any job where shifts are used.

### Section 3.04 - Overtime

Overtime shall be paid at one and one-half (1½) times the regular straight time rate for all hours worked in excess of eight (8) hours per day Monday through Friday (as stated in Section 3.01) or ten (10) hours per day Monday through Friday (as stated in Section 3.02), all day Saturday, and the first eight (8) hours worked on Sunday shall be paid at one and one-half (1-1/2) times the regular straight time rate. All work performed after the first eight (8) hours worked on Sunday and the following holidays: New Year's Day, Memorial Day,

Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at two (2) times the regular straight time rate.

#### Section 3.05 - Holidays

If any of the above holidays occur on Saturday or Sunday, and are celebrated as national holidays on some other day, then the rate of pay on the substitute day shall be the rate specified for holidays.

#### Section 3.06 - Labor Day

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

#### Section 3.07 - Pay Period

Wages shall be paid weekly in cash or by payroll check on a mutually agreeable bank, not later than quitting time on Friday. When a holiday falls on a Thursday, payday shall be on Wednesday and not more than one (1) week's wages may be withheld at any time. Workmen working in Zone II shall be paid not later than quitting time on Thursday. Any workmen laid off or discharged by Employer shall be given one hour's notice, shall be paid all his wages immediately and may be required to leave the job immediately. The employer shall give the workman a termination notice stating the date of termination. In the event that a worker is not paid off as provided for above, waiting time of four (4) hours for each twenty-four (24) hour period or portion thereof, at the straight time rate of pay shall be paid until payment is made.

#### Section 3.08 - Time Clocks

Time clocks or any method of checking in or out, when used, shall be done on the Employer's time.

**CLASSIFICATIONS/WAGES:**

Section 3.09(a) - The Minimum Hourly Rate Of Wages Shall Be As Follows:

Effective Date	<u>12/01/05</u>	<u>12/01/06</u>	<u>12/01/07</u>
Journeyman Wireman Zone 1	\$20.85	\$21.65	\$22.50
Journeyman Wireman Zone 2	\$22.35	\$23.15	\$24.00
Foreman	plus \$0.90 of Journeyman Wireman Rate		
General Foreman	plus \$ 1.60 of Journeyman Wireman Rate		

**Apprentice Wireman - Six (6) Periods**

Period	Percentage
1st Period	46% of Journeyman Wireman Rate
2nd Period	49% of Journeyman Wireman Rate
3rd Period	51% of Journeyman Wireman Rate
4th Period	55% of Journeyman Wireman Rate
5th Period	65% of Journeyman Wireman Rate
6th Period	80% of Journeyman Wireman Rate

Apprentices shall receive the same zone differential as Journeymen working in Zone II.

NOTE: If the health fund trustees determine at any time during the second or third contract year the need for additional health contributions, any portion of the \$.80(Year2) or \$.85(Year3) journeyman wireman raise, Zone 1, shall be permanently diverted to the health fund.

Section 3.09(b) - Fringes: In addition to the above rates, payments shall be made as follows:

1. Health & Welfare Fund	\$3.90/hr (Year 1), TBD (Year 2), TBD (Year 3)
2. Local Union Pension (SERF)	7% (Year1), 7.25% (Year 2), 7.5% (Year 3) of gross pay.
3. NEBF	3% of gross pay. (Section 6.01)
4. Apprenticeship & Training	1.5% of gross labor payroll
5. Industry Fund (NEIF- Article 7)	1% of gross labor payroll.
6. NLMCC	\$.01 per labor hour worked (Article 9)
7. LLMCC	\$.10 per labor hour worked (employer contribution)

### Section 3.10 - Zones of Jurisdiction

- (a) Zone I - Shall include the jurisdiction from 7812 Warwick Blvd., Newport News, Virginia, to North of Route 460 and South of the Piankatank River, and shall also include the boundaries of Newport News and York County, including Fort Eustis, Naval Mine Depot, Naval Mine Warfare School, BP/Amoco Oil Refinery, VEPCO Yorktown Generating Station, Cheatham Annex, Camp Peary, and any work in Gloucester County.
- (b) Zone II: Shall include the area within the jurisdiction of Local Union 1340 that is beyond North of Route 460 and South of the Piankatank River.

### Section 3.11 - Shift Work

- (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 hours pay at the regular hourly rate plus 10%, for seven and one-half (7 1/2) hours worked.

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 worked.

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.

- (b) The employer, with forty-eight (48) hour prior notice to the Union and the approval of the Business Manager, may adjust the starting time of any shift up to two (2) hours earlier or up to four (4) hours later.

### Section 3.12 - Foreman

On all jobs requiring four (4) or more journeymen, one (1) shall be designated a foreman by the employer. No foreman shall be required to supervise more than ten (10) journeymen at any one time, nor take charge of more than one (1) job. On jobs having a foreman, working

men are not to take directions or orders, or accept layout of any job, from anyone except the foreman.

### Section 3.13 - General Foreman

When two (2) foremen have been designated on a job, one (1) of the foremen shall be designated general foreman and shall remain in charge of a crew up to ten (10) journeymen. When the third foreman is designated, the general foreman shall not be in charge of a crew, shall not work with his tools, and shall supervise the foremen.

### Section 3.14 - Union Dues Deduction

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union upon receipt of a voluntary written authorization (attached Appendix A) 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.

The Union agrees to save the Employer harmless from any action growing out of these deductions and commenced by any Employee against his employer, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Union.

### Section 3.15 - Reporting For Work

Any Employee reporting for work and not being assigned to work shall receive one hour's pay for show-up time. Any Employee who is terminated shall be notified at least one hour before the end of a normal day's work, unless he is discharged for proper cause.

Employees directed to report to a job and who do not start work due to weather conditions, lack of material or other causes beyond their control, shall receive one hour's pay.

- (a) In cases of extreme weather conditions, such as snowstorms and hurricanes, Employees should call or otherwise contact the employer or his representative before reporting for work. Employees absent from work due to no fault of the employer shall contact the employer or his representative before returning to the job to determine where they should report. Any Employee showing up on a job after an absence due to no fault of the employer, without contacting the employer previously, shall not be entitled to the one hour show-up time.
- (b) No employee shall be required to wait about the employer's shop or job, and if they are not assigned to work by 10:00 a.m., they shall leave the premises of the employer immediately.

### Section 3.16 - Travel Time

- a) Reporting to the Job: No travel time shall be paid before or after working hours to employees required to report directly to the job within the jurisdiction of the Local Union.
- b) Reporting to the Shop: Employees required to report to an Employers shop shall receive compensation for all time spent traveling from shop to job, job to job, and job to shop within the jurisdiction of the Local Union.
- c) Changing Jobs: Employees required to change jobs during regular working hours, shall be paid for all travel time in connection with such change.

### Section 3.17 - Employee Use of Vehicle

No workman shall be required to furnish his automobile for business of the employer unless he consents thereto. In such case the employer shall pay for the use of the Employee's vehicle in accordance with the IRS ruling in effect each year. No workman shall use any vehicle in a manner considered to be unfair to other workmen or against the best interest of the Union.

### Section 3.18 - Pipe Cutting & Threading

Where pipe cutting threading machines are used, such shall be operated by a journeyman or apprentice under direct supervision of a journeyman. All pipe shall be cut and threaded on the job or at the shop by persons covered under terms of this Agreement in the jurisdiction of Local Union No. 1340.

### Section 3.19 - Adequate Facilities

Change shacks shall be provided and adequately heated in cold weather unless other suitable facilities are made available. The employer will be responsible to see that drinking water is on the job site. If the high temperature for any working day is forecast to be over 50 degrees Fahrenheit, ice water or chilled water will be provided if requested by workers on the job. Rain gear and other safety equipment required by OSHA is to be furnished by the Employer.

### Section 3.20 - Safety Measures

On all energized circuits or equipment carrying 440 volts or more, as a safety measure, two or more journeymen must work together.

### Section 3.21 - Temporary Lights

Temporary lights, motors, lighting or electrical equipment shall be maintained and serviced by workmen employed under the terms of this Agreement. If such temporary equipment is used after the regular working hours, a sufficient number of journeymen shall be held on the job to take care of the emergency work if requested.

### Section 3.22 - Labor Restrictions

There shall be no restrictions in the use of labor-saving machinery or tools. However, all such machinery or tools shall be operated by journeymen employed under the terms of this Agreement, or an apprentice under the direct supervision of a journeyman.

### Section 3.23 - Cope Deductions

The Employer agrees to deduct and transmit to IBEW/COPE an amount of \$0.05/hr. (5cents) per hour from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by IBEW-COPE. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. The transmittal shall be due to the Local COPE Treasurer no later than the 15th of the month following the end of each calendar month.

## Article 4

### **Inside Referral Procedure**

Section 4.01: In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02: The Union shall be the sole and exclusive source of referral of applicants for employment

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

Section 4.04: The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations,

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

Section 4.05: The 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 1** All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a journeyman wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or has been certified as a Journeyman 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 four years in the geographical area covered by the Collective Bargaining Agreement.
- Group 2** All applicants for employment who have four or more years experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or has been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.
- Group 3** All applicants for employment who have two or more years experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.
- Group 4** All applicants for employment who have worked at trade for more than one year.

Section 4.06: 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: 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" 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: Cities of Newport News and Hampton, and the following counties in the Commonwealth of Virginia: Gloucester, Isle of Wight, Lancaster, Mathews, Middlesex, Northumberland, Richmond, York and Poquoson.

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.

Section 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 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 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 Inside Construction 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 years experience at the trade.

Section 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.

Section 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.

Section 4.13: An applicant who is hired and who received, 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(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" 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.

Section 4.14(b). An applicant who is discharged for cause two times within a 12-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 JATC 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: 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 over-age reference can be made.

Section 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 chapter as the case may be, and a public member appointed by both these members.

Section 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 by the Local Union of Section 4.04 through Section 4.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is 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: A representative of the Employer or of the association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 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.

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

## Article 5

### Apprenticeship and Training

Section 5.01: There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of 6 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (3) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW). The local apprenticeship standards shall be in conformance with national guideline standards and policies. All apprenticeship standards shall be registered with the NJATC and there after submitted to the appropriate registration agency.

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

Section 5.02: All JATC member appointments, reappointments, and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 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 shall maintain one (1) set of minutes for JATC committee meetings and a separate set for minutes for trust meetings. The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 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.

Section 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. subcommittee member may or may not be a member of the JATC.

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

Section 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.

Section 5.07: All apprentices shall enter the program through the JATC as provided for in the registered 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.

Section 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) Journeyman Wiremen normally employed in the jurisdiction, unless they are authorized and instructed to increase the member by the parties to the local IBEW/NECA 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.

Section 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 less than a one (1) to three (3) ratio indentured; they shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 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 hour of apprenticeship.

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

Section 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.

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

Number of Journeymen	Maximum Number of Apprentices/Un-indentured
1 to 3	2
4 to 6	4
etc.	etc.

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

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

Section 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 skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

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

Section 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.

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

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

Section 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: 1.5% percent of the gross monthly 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.

## Article 6

### Fringe Benefits

#### Section 6.01 - 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 designated local collection agency and the 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.

Section 6.02: 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.

Section 6.03: The failure of an individual employer to comply with applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this labor agreement.

#### Section 6.04 - Health Fund

(a) The Employer agrees to contribute in behalf of all Employees working under the terms of this Agreement, as of December 1, 2005—three dollars and ninety cents (\$3.90) per hour and to pay such sum into a health fund. These contributions shall be used to provide group life insurance, accidental death and dismemberment insurance, temporary disability insurance, hospital, surgical and medical expense benefits to eligible Employees and their families in such forms and amounts as the trustees of the health fund may determine, and the organization and administration expenses of the health fund.

- (b) The said health fund shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of representatives of the Employer and the Union which agreement and declaration of trust shall conform to all requirements of the law.
- (c) Along with the check for the amount of the calendar monthly deductions and the Employer's contribution to the health fund, the Employer shall send a mutually agreed number of copies of Form NVR- I (Monthly Payroll Report) of the National Electrical Benefit Fund, which sets forth the man's name, social security number, the number of clock hours worked, and his gross earnings for the calendar month and will be executed to cover the aggregate number of weekly payrolls in each calendar month. The check and/or respective monies shall be transmitted not later than fifteen (15) days after the end of the month for which deductions are being made.

#### Section 6.05 - Pension Fund

- (a) The Employer agrees to contribute on behalf of all Employees working under the terms of this Agreement (accept 1<sup>st</sup> year apprentices) seven percent (7%) effective December 1, 2005, seven and one-quarter percent (7.25%) effective December 1, 2006 and seven and half percent (7.5%) effective December 1, 2007 of their gross weekly pay into a pension fund on an individual basis (Southern Electrical Retirement Fund, 3928 Volunteer Drive, Chattanooga, TN 37416 - Phone (423) 899-2593).
- (b) The said pension fund shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of persons representing the Local Union and the Employer.
- (c) The trustees shall determine the rules and regulations regarding the pension fund and that such rules and regulations conform to all requirements of the law.

#### Section 6.06 - Fund Delinquencies

- (a) All monthly payments which the Employers are committed to pay, under the terms of this Agreement shall be forwarded to the proper recipient no later than the fifteenth (15th) day of the following month. The payments shall be made by check or draft and shall constitute a debt due and owing to the respective parties. It is also understood that if such debt becomes delinquent, suit may be instituted to recover all debts due and said Employer shall also be liable for costs of litigation, liquidated damages, interest and reasonable attorney fees.

### Section 6.07 - Credit Union

There will be voluntary payroll deduction for remittance to the Langley Federal Credit Union (Appendix B). The payment and the amount of deduction for each member shall be mailed to the Credit Union office not later than fifteen (15) calendar days following the end of each calendar month, in increments of five dollars (\$5.00).

## Article 7

### National Electrical Industry Fund (NEIF)

Section 7.01: Each individual employer shall contribute an amount not to exceed one percent (1%) nor less than two tenths of one percent (.2%) 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 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 8

### Local Labor-Management Cooperation Committee (LMCC)

Section 8.01: 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 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 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 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 LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03: Each employer shall contribute ten (\$0.10) cents per employee hour worked. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Atlantic Coast Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), 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 9

### NECA-IBEW National Labor-Management Cooperation Fund

Section 9.01: 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 9.02: 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.

Section 9.03: Each employer shall contribute one cent (\$0.01) 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 Atlantic Coast Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04: If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$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 attorneys' fees.

## Article 10

### Substance Abuse

Section 10.01. 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 11

### Virginia Electrical Industry Receiving Trust Fund

Section 11.01: There is hereby established a one check payment on all Trust Funds as well as NEBF, IBEW assessments, COPE, NECA dues where applicable, and Receiving Trust Fund contributions to a Receiving Trust Fund as provided in the Receiving Trust Fund Agreement. This Receiving Trust Fund shall be known as the "Board 63 Collection Account Trust." Payment shall constitute a debt due and owing to Board 63 Collection Account Trust on the last day of each calendar month and shall be mailed with the appropriate payroll report to reach the office of Board 63 no later than twelve (12) days following the end of each calendar month. It is understood and agreed that the failure of any employer to pay the proper amounts to the Electrical Industry Receiving Trust Fund as required shall constitute a breach of the current Working Agreement. Consistent with the Receiving Trust Fund Agreement, this Fund is solely administered by Employer Trustees.

Section 11.02: Effective December 1, 1994, employers shall contribute five cents (\$0.05) per hour for each hour actually worked including premium and/or overtime hours for all Employees covered by this agreement to the Board 63 Collection Account Trust. These monies are exclusively for the purpose of administering the Electrical Industry Receiving Trust Fund as reimbursement for reasonable expenses incurred in the operation of the Fund.

Section 11.03: (a) Monies received by the Receiving Trust Fund will be paid to the respective Joint Apprenticeship and Training Trust Fund, the Southern Electrical Retirement Fund, IBEW Local Union 1340 Health Fund, National Labor-Management Cooperation Committee Fund, Local Labor Management Cooperation Committee, and the NEBF, in accordance with the schedule of Trust Fund contributions covered under this agreement; to the Local Union for the amount of assessments and COPE contributions; and to the NECA Chapter for dues and service charges owed by NECA members.

(b) Additional monies received by the Receiving Trust Fund designated as Receiving Trust contributions and monies received in the form of investment income shall remain with the Fund and be used exclusively to offset the expenses of the Receiving Trust as specified in the Trust Agreement to the extent that the money is available. Collection of the Receiving Fund contribution is the exclusive responsibility of the Fund Trustees.

Section 11.04: The Receiving Trust Fund shall not be responsible for enforcement of payments required under this Agreement, except for the \$0.05 contribution to the Receiving Trust. Responsibility for the enforcement of payment of all monies, except for Receiving

Trust Fund contributions shall remain with the respective Funds, the Local Union and the Chapter as the case may be.

Section 11.05: An annual audit shall be conducted of the Receiving Trust Fund. A copy of the Audit shall be made available to the Local Union or any participating employer upon request.

Section 11.06: No part of the funds collected under this trust shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its Local Unions.

## Article 12

### 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.

## **ADDENDUM A**

### **UNINDENTURED APPRENTICE WAGE RATES**

Unindentured apprentices shall be paid 42% of Journeyman Wireman rates.

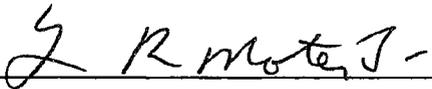
The only benefit plans in which first year and unindentured employees shall participate are the IBEW Local 1340 Health Fund and National Electrical Benefit Fund.

## Signatures

In witness whereof, the parties hereto have executed this Agreement, consisting of twenty-six pages, which have been signed, on this date of December 1, 2005.

For The Employer:

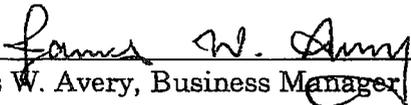
Hampton Roads Division, Atlantic Coast Chapter,  
National Electrical Contractors Association, Inc. (NECA)



Lawrence R. Moter, Jr. Chapter Manager

For The Union:

Local Union No. 1340 International Brotherhood of Electrical Workers (IBEW)



James W. Avery, Business Manager

AMENDMENT TO THE INSIDE AGREEMENT BETWEEN HAMPTON ROADS  
DIVISION ATLANTIC COAST CHAPTER NECA AND  
LOCAL UNION NO. 1340 IBEW  
EFFECTIVE DECEMBER 1, 2005 THROUGH NOVEMBER 30, 2008

Pursuant to Section 1.03 of the Inside Agreement Between Hampton Roads Division Atlantic Coast Chapter NECA and Local Union No. 1340 IBEW effective December 1, 2005 through November 30, 2008 (Inside Agreement), Local Union No. 1340 IBEW (hereinafter Local 1340) and Hampton Roads Division Atlantic Coast Chapter NECA (hereinafter Hampton Roads NECA), mutually consent to change the Inside Agreement, effective October 1, 2007, as follows, and to submit this amendment to the International Office of the IBEW for approval and the National Office of the National Electrical Contractors Association, Inc. for review:

- Effective October 1, 2007, Section 3.09 (a) & (b), is restated in its entirety to read as follows:

Section 3.09(a) - The Minimum Hourly Rate Of Wages Shall Be As Follows:

Effective Date	<u>12/01/05</u>	<u>12/01/06</u>	<u>12/01/07</u>	<u>01/01/08</u>
Journeyman Wireman Zone 1	\$20.85	\$21.65	\$22.50	\$21.90
Journeyman Wireman Zone 2	\$22.35	\$23.15	\$24.00	\$23.40
Foreman	plus \$0.90 of Journeyman Wireman Rate			
General Foreman	plus \$ 1.60 of Journeyman Wireman Rate			

**Apprentice Wireman – Six (6) Periods**

Period	Percentage
1st Period	46% of Journeyman Wireman Rate
2nd Period	49% of Journeyman Wireman Rate
3rd Period	51% of Journeyman Wireman Rate
4th Period	55% of Journeyman Wireman Rate
5th Period	65% of Journeyman Wireman Rate
6th Period	80% of Journeyman Wireman Rate

Apprentices shall receive the same zone differential as Journeymen working in Zone II

NOTE: If the health fund trustees determine at any time during the second or third contract year the need for additional health contributions, any portion of the \$.80(Year2) or \$.85(Year3) journeyman wireman raise, Zone 1, shall be permanently diverted to the health fund.

Section 3.09(b) - Fringes: In addition to the above rates, payments shall be made as follows:

1. Health & Welfare Fund	\$3.90/hr (10/01/07-12/31/07), \$4.50 (01/01/08-11/31/08)
2. Local Union Pension (SERF)	7% (Year1), 7.25% (Year 2), 7.5% (Year 3) of gross pay.
3. NEBF	3% of gross pay. (Section 6.01)
4. Apprenticeship & Training	1.5% of gross labor payroll
5. Industry Fund (NEIF- Article 7)	1% of gross labor payroll.
6. NLMCC	\$.01 per labor hour worked (Article 9)
	\$.10 per labor hour worked (employee contribution)

# **Inside Agreement**

**Between**

**Hampton Roads Division  
of the Atlantic Coast Chapter, NECA  
&  
IBEW Local Union No.1340**

**December 1, 2008 – November 30, 2011**

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## Inside Agreement

Agreement by and between the Hampton Roads Division, Atlantic Coast Chapter, National Electrical Contractors Association (NECA) and Local Union No. 1340, 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 Hampton Roads Division, Atlantic Coast Chapter, National Electrical Contractors Association and the term "Union" shall mean Local Union No. 1340, International Brotherhood of Electrical Workers.

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 1

### Section 1.01 - Term of Agreement

This Agreement shall take effect December 1, 2008, and shall remain in effect until November 30, 2011, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.

### Section 1.02 - Notification of Change

- (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 not 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 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 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 decision 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

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 - Work Stoppage

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 Employer. 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 or Disputes

All grievances or questions in dispute shall be adjusted by the duly authorized representatives 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 - Labor Management Committee

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

Section 1.08 - Council for Industrial Relations

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.

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

Section 1.09 - Time Limits

Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within forty-five (45) working days of its occurrence shall be deemed to no longer exist.

## Article 2

### Section 2.01 - 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 2.02 - Foreman Call by Name

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

- (a) The Employer shall notify the Business Manager in writing the name of the individual who is requested for employment as Foreman.
- (b) He will remain as Foreman with Foreman's pay for the duration of his employment and shall actually serve as a Foreman.
- (c) The Employee has not worked under the Local 1340 Inside Agreement within the past two weeks, or voluntarily quit and/or terminated for cause within the past thirty (30) days from his previous Employer.

### Section 2.03 - Workers Compensation and Other Insurance

For all employees covered by this Agreement, the Employer shall carry Workers' 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 the state in which the work is performed. He shall also make voluntary contributions to the Virginia Employment Commission regardless of the number of employees.

### Section 2.04 - Union Recognition

The Employer recognizes the Union as the exclusive representative of all its electrical employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of

employment. Any and all such Employees shall receive at least the minimum wages and work under the conditions of this Agreement.

Section 2.05 - 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 2.06 - Surety Bond

(a). Each Employer shall furnish a surety bond made payable to Local Union No. 1340, IBEW to secure payment of all contract amounts due for fringe benefits, employee wage deductions, and other employer contract obligations, including the Local 1340 Health Fund, Southern Electrical Retirement Fund (SERF), National Electrical Benefit Fund (NEBF), National Electrical Industry Fund (NEIF) or NECA Service Charge, Local 2340 Joint Apprenticeship Training Committee and Trust Fund (JATC), Union Dues, Credit Union, C.O.P.E., Virginia Electrical Industry Receiving Trust, National Labor Management Cooperation Committee (NLMCC), and Local Labor Management Cooperation Committee (LMCC). The bond amount each individual employer is required to remit is as follows:

0 – 5	Employees - \$ 7,500.00
6 – 10	Employees - \$15,000.00
11 – 25	Employees - \$30,000.00
26 – 50	Employees - \$60,000.00
Over 50	Employees - \$30,000.00 for all increments of 25 employees

(b). An Employer with a twelve consecutive month record of timely payments to the Virginia Electrical Receiving Trust Fund as of December 01, 2005 shall not be required

to post said bond unless he incurs a delinquency after December 01, 2005. The Union shall then immediately notify the delinquent employer by certified letter of the bond provision within this Article/Section for the delinquent employer's prompt compliance to furnish a surety bond in accord with Article 2 Section 2.07 (a).

- (c). An employer may furnish cash in lieu of a bond which the Union shall place in an individual employer account with interest accruing to the employer is permissible by the financial institution where the money is deposited.
- (d). The bond shall not be cancelled without 15 days prior notice to the employer and Local Union No. 1340, IBEW.

#### Section 2.07 - 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 2.08 - Loaning of Employees

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.

#### Section 2.09 - Members Contracting for Work

No member of Local Union 1340, while he remains a member of such local and subject to employment by employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work

#### Section 2.10 - Installation of Work

Workers under this agreement shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications, and shall be required to make correction on improper workmanship.

### Section 2.11 - Discipline of Members

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

### Section 2.12 - Policy of the Local Union

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.

### Section 2.13 - Stewards

The Employer recognizes the right of the Union to appoint a steward or stewards at any shop or on any job where workmen are employed under the terms of this Agreement. Such stewards shall be allowed sufficient time during working hours to see that the terms and conditions of this Agreement are observed for the benefit of both parties to this Agreement. The business manager shall be notified and given reason before a steward is transferred or laid off.

It is hereby understood that the steward shall be among the last five (5) employees remaining on a project after lay-offs or reductions in force. This shall in no way limit the Employer's right to terminate any Employee for cause. This steward shall not be discriminated against for the performance of his duties by either party of the Agreement.

### Section 2.14 - Union Job Access

A representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of the Agreement.

### Section 2.15 - Picket Language

- (a) It shall not be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee for an employee to refuse to cross a lawfully established primary picket line whether at the premises of another Employer or the employee's own Employer.
- (b) Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner. Each employee

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

#### Section 2.16 - Tool List

Journeyman Wireman shall provide themselves with the following tools:

- 1 Toolbox
- 1 Ball Peen Hammer, 1 1/2 Lb S
- 1 Key Hole Saw
- 1 Six Foot Rule
- 1 Hacksaw Frame
- 1 Solenoid Voltage Tester
- 1 Ten Inch Adjustable Wrench
- 1 Pr. Side Cutting Pliers (8 Or 9 Inch)
- 1 Pr. Needle Nose Pliers
- 1 Pr. Diagonal Pliers
- 1 Pr. Wire Strippers
- 1 Combination Square
- 1 Pocket Knife
- 1 Small Level
- 1 Plumb Bob
- 1 Centerpunch
- 2 Pair Channel Lock Pliers
- 3 Straight Blade Screw Drivers, Small, Medium, Large
- 3 Phillips Screw Drivers, Small, Medium, Large
- 1 Tool Pouch
- 1 Lock
- 1 Ugly's Reference Book or NJATC Equivalent

#### Section 2.17 - Employer's Tools

The employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools and equipment issued to them, provided the employer furnishes the necessary lockers, tool boxes and other safe places for storage. The employer shall be responsible for the replacement of tools (on the tool list) within (5) five normal working days if they are stolen from the employer's safekeeping or lost due to fire. Workmen shall be allowed a reasonable length of time prior to quitting time to pick up the tools.

### Section 2.18 - Age Ratio

On all jobs requiring five (5) or more journeymen, at least every fifth journeyman, if available, shall be 50 years of age or older.

### Section 2.19 - Subletting Electrical Work

- (a) The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by any individual employer of the approved agreement of this or any other Local Union of the IBEW other than violations of Section 2.19 (b) of this article, will be sufficient cause for the cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.
- (b) The subletting, assigning or transfer by an individual employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his Employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alterations, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.
- (c) All charges of violations of Paragraph (2) of this Article 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 2.20 - Savings Clause

It is not the intent of either party hereto to violate any laws or rulings, regulations or executive orders of any governmental authority or agency, or any court having jurisdiction over the subject matter of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are held void or as being in contravention of any such laws, rules, regulations or executive orders, or court decisions nevertheless, the remainder of this Agreement shall remain in full force and effect.

## Article 3

### Section 3.01 - Working Hours

Eight (8) hours work between the hours of 7:00 a.m. and 4:30 p.m., with not less than thirty (30) minutes nor more than one (1) hour for a lunch period shall constitute a work day. Forty (40) hours with five (5) days Monday through Friday inclusive shall constitute a work week.

### Section 3.02 - Four Tens Schedule

The Employer with prior notice to the Local 1340 may institute on a Monday morning a work week consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday with one-half hour allowed for lunch period. Friday may be used as a make-up day for rain or snow at straight time rate. If a holiday is to be made up on Friday, it shall be at one and one-half time the regular straight time rate of pay.

### Section 3.03 - Saturday Make-Up Day

Jobs that are on forty (40) hours with (5) days, Monday through Friday, may use Saturday as a make-up day for rain or snow. Saturday shall be confined to eight (8) hours work between the hours of 7:00 AM and 4:30 PM with 1/2 hour for lunch allowed at 12 Noon. Any further hours worked shall be paid 1 1/2 times the straight-time rate of pay. This section shall not apply to any job where shifts are used.

### Section 3.04 - Overtime

Overtime shall be paid at one and one-half (1½) times the regular straight time rate for all hours worked in excess of eight (8) hours per day Monday through Friday (as stated in Section 3.01) or ten (10) hours per day Monday through Friday (as stated in Section 3.02), all day Saturday, and the first eight (8) hours worked on Sunday shall be paid at one and one-half (1-1/2) times the regular straight time rate. All work performed after the first eight (8) hours worked on Sunday and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at two (2) times the regular straight time rate.

### Section 3.05 - Holidays

If any of the above holidays occur on Saturday or Sunday, and are celebrated as national holidays on some other day, then the rate of pay on the substitute day shall be the rate specified for holidays.

### Section 3.06 - Labor Day

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

### Section 3.07 - Pay Period

Wages shall be paid weekly in cash or by payroll check on a mutually agreeable bank, not later than quitting time on Friday. When a holiday falls on a Thursday, payday shall be on Wednesday and not more than one (1) week's wages may be withheld at any time. Workmen working in Zone II shall be paid not later than quitting time on Thursday. Any workmen laid off or discharged by Employer shall be given one hour's notice, shall be paid all his wages immediately and may be required to leave the job immediately. The employer shall give the workman a termination notice stating the date of termination. In the event that a worker is not paid off as provided for above, waiting time of four (4) hours for each twenty-four (24) hour period or portion thereof, at the straight time rate of pay shall be paid until payment is made.

### Section 3.08 - Time Clocks

Time clocks or any method of checking in or out, when used, shall be done on the Employer's time.

## Classifications & Wage Rates

### Section 3.09(a) - The Minimum Hourly Rate Of Wages Shall Be As Follows:

Classifications	Dec.1, 2008	Apr.1, 2009	Dec.1, 2009	Dec. 1, 2010
Journeyman Wireman Zone 1	\$ 23.16	\$ 22.72	\$ 23.80	\$ 24.88
Journeyman Wireman Zone 2	\$24.66	\$24.22	\$25.30	\$26.38
Foreman	Plus \$0.90 of Journeyman Wireman Rate			
General Foreman	Plus \$1.60 of Journeyman Wireman Rate			

Note 1 – Zone 2 Journeymen wage differential is \$1.50 per hour worked.

Note 2 – If the Health & Welfare fund trustees determine at any time during the term of the contract (December 01, 2008 – November 30, 2011) the need for additional health contributions, any portion of the Journeyman Wireman raise, Zone 1, shall be permanently diverted to the health fund.

Apprentice Wireman		Dec.1, 2008	Apr.1, 2009	Dec.1, 2009	Dec. 1, 2010
6th Period	80%	\$ 18.53	\$18.18	\$ 19.04	\$19.90
5th Period	65%	\$ 15.05	\$14.77	\$ 15.47	\$16.17
4th Period	55%	\$ 12.74	\$12.50	\$ 13.09	\$13.68
3rd Period	51%	\$ 11.81	\$11.59	\$ 12.14	\$ 12.69
2nd Period	49%	\$ 11.35	\$ 11.13	\$ 11.66	\$12.19
1st Period	48%	\$ 11.12	\$10.91	\$11.42	\$11.94

Note 3 – Apprentices shall receive the same zone differential as Journeymen working in Zone 2

### Section 3.09(b) - Fringes: In addition to the above rates, payments shall be made as follows:

	Dec.1, 2008	Apr.1, 2009	Dec.1, 2009	Dec. 1, 2010
Health & Welfare Fund	\$4.50/hr.	\$5.00/hr.	TBD	TBD
Local Union Pension (SERF)	7.5% of Gross Pay			
NEBF	3% of Gross Pay			
Apprenticeship & Training	2% of Gross Labor Payroll			
Industry Fund (NEIF—Article 7)	1% of Gross Labor Payroll			
NLMCC	\$ 0.01/hr	\$ 0.01/hr	\$ 0.01/hr	\$ 0.01/hr
LLMCC	\$ 0.10/hr	\$ 0.10/hr	\$ 0.10/hr	\$ 0.10/hr

### Section 3.10 - Zones of Jurisdiction

- (a) Zone I - Shall include the jurisdiction from 7812 Warwick Blvd., Newport News, Virginia, to North of Route 460 and South of the Piankatank River, and shall also include the boundaries of Newport News and York County, including Fort Eustis, Naval Mine Depot, Naval Mine Warfare School, BP/Amoco Oil Refinery, VEPCO Yorktown Generating Station, Cheatham Annex, Camp Peary, and any work in Gloucester County.
- (b) Zone II: Shall include the area within the jurisdiction of Local Union 1340 that is beyond North of Route 460 and South of the Piankatank River.

### Section 3.11 - Shift Work

- (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 hours pay at the regular hourly rate plus 10%, for seven and one-half (7 1/2) hours worked.

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 worked.

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.

- (b) The employer, with forty-eight (48) hour prior notice to the Union and the approval of the Business Manager, may adjust the starting time of any shift up to two (2) hours earlier or up to four (4) hours later.

### Section 3.12 - Foreman

On all jobs requiring four (4) or more journeymen, one (1) shall be designated a foreman by the employer. No foreman shall be required to supervise more than ten (10) journeymen at any one time, nor take charge of more than one (1) job. On jobs having a foreman, working

men are not to take directions or orders, or accept layout of any job, from anyone except the foreman.

#### Section 3.13 - General Foreman

When two (2) foremen have been designated on a job, one (1) of the foremen shall be designated general foreman and shall remain in charge of a crew up to ten (10) journeymen. When the third foreman is designated, the general foreman shall not be in charge of a crew, shall not work with his tools, and shall supervise the foremen.

#### Section 3.14 - Union Dues Deduction

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union upon receipt of a voluntary written authorization (attached Appendix A) 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.

The Union agrees to save the Employer harmless from any action growing out of these deductions and commenced by any Employee against his employer, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Union.

#### Section 3.15 - Reporting For Work

Any Employee reporting for work and not being assigned to work shall receive one hour's pay for show-up time. Any Employee who is terminated shall be notified at least one hour before the end of a normal day's work, unless he is discharged for proper cause.

Employees directed to report to a job and who do not start work due to weather conditions, lack of material or other causes beyond their control, shall receive one hour's pay.

- (a) In cases of extreme weather conditions, such as snowstorms and hurricanes, Employees should call or otherwise contact the employer or his representative before reporting for work. Employees absent from work due to no fault of the employer shall contact the employer or his representative before returning to the job to determine where they should report. Any Employee showing up on a job after an absence due to no fault of the employer, without contacting the employer previously, shall not be entitled to the one hour show-up time.
- (b) No employee shall be required to wait about the employer's shop or job, and if they are not assigned to work by 10:00 a.m., they shall leave the premises of the employer immediately.

### Section 3.16 - Travel Time

- a) Reporting to the Job: No travel time shall be paid before or after working hours to employees required to report directly to the job within the jurisdiction of the Local Union.
- b) Reporting to the Shop: Employees required to report to an Employers shop shall receive compensation for all time spent traveling from shop to job, job to job, and job to shop within the jurisdiction of the Local Union.
- c) Changing Jobs: Employees required to change jobs during regular working hours, shall be paid for all travel time in connection with such change.

### Section 3.17 - Employee Use of Vehicle

No workman shall be required to furnish his automobile for business of the employer unless he consents thereto. In such case the employer shall pay for the use of the Employee's vehicle in accordance with the IRS ruling in effect each year. No workman shall use any vehicle in a manner considered to be unfair to other workmen or against the best interest of the Union.

### Section 3.18 - Pipe Cutting & Threading

Where pipe cutting threading machines are used, such shall be operated by a journeyman or apprentice under direct supervision of a journeyman. All pipe shall be cut and threaded on the job or at the shop by persons covered under terms of this Agreement in the jurisdiction of Local Union No. 1340.

### Section 3.19 - Adequate Facilities

Change shacks shall be provided and adequately heated in cold weather unless other suitable facilities are made available. The employer will be responsible to see that drinking water is on the job site. If the high temperature for any working day is forecast to be over 50 degrees Fahrenheit, ice water or chilled water will be provided if requested by workers on the job. Rain gear and other safety equipment required by OSHA is to be furnished by the Employer.

### Section 3.20 - Safety Measures

On all energized circuits or equipment carrying 440 volts or more, as a safety measure, two or more journeymen must work together.

### Section 3.21 - Temporary Lights

Temporary lights, motors, lighting or electrical equipment shall be maintained and serviced by workmen employed under the terms of this Agreement. If such temporary equipment is used after the regular working hours, a sufficient number of journeymen shall be held on the job to take care of the emergency work if requested.

### Section 3.22 - Labor Restrictions

There shall be no restrictions in the use of labor-saving machinery or tools. However, all such machinery or tools shall be operated by journeymen employed under the terms of this Agreement, or an apprentice under the direct supervision of a journeyman.

### Section 3.23 - Cope Deductions

The Employer agrees to deduct and transmit to IBEW/COPE an amount of \$0.05/hr. (5cents) per hour from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by IBEW-COPE. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. The transmittal shall be due to the Local COPE Treasurer no later than the 15th of the month following the end of each calendar month.

## Article 4

### **Inside Referral Procedure**

Section 4.01: In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02: The Union shall be the sole and exclusive source of referral of applicants for employment

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

Section 4.04: The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations,

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

Section 4.05: The 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 1** All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least six months in the last four years in the geographical area covered by the collective bargaining agreement.

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.

**Group 2** All applicants for employment who have four or more years experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or has been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

**Group 3** All applicants for employment who have two or more years experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

**Group 4** All applicants for employment who have worked at trade for more than one year.

Section 4.06: 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: 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" 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: Cities of Newport News and Hampton, and the following counties in the Commonwealth of Virginia: Gloucester, Isle of Wight, Lancaster, Mathews, Middlesex, Northumberland, Richmond, York and Poquoson.

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.

Section 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 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: 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 four years' experience in the trade.

Section 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.

Section 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.

Section 4.13: An applicant who is hired and who received, 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(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" 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.

Section 4.14(b). An applicant who is discharged for cause two times within a 12-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 JATC 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: 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 over-age reference can be made.

Section 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 chapter as the case may be, and a public member appointed by both these members.

Section 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 by the Local Union of Section 4.04 through Section 4.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is 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: A representative of the Employer or of the association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 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.

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

## Article 5

### **Apprenticeship and Training**

Section 5.01: There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

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

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

Section 5.02: All JATC member appointments, reappointments, and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 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 shall maintain one (1) set of minutes for JATC committee meetings and a separate set for minutes for trust meetings. The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 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.

Section 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. Subcommittee members may or may not be a member of the JATC.

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

Section 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.

Section 5.07: All apprentices shall enter the program through the JATC as provided for in the registered 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.

Section 5.08: The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09: Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 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 hour of apprenticeship.

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

Section 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.

Section 5.12: Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wireman.

Number of Journeymen	Maximum Number of Apprentices/Un-indentured
1 to 3	2
4 to 6	4
etc.	etc.

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

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

site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 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 skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

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

Section 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.

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

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

Section 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: 2% percent of the gross monthly 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.

## Article 6

### Fringe Benefits

#### Section 6.01 - 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 designated local collection agency and the 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.

Section 6.02: 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.

Section 6.03: The failure of an individual employer to comply with applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this labor agreement.

#### Section 6.04 - Health Fund

- (a) The Employer agrees to contribute on behalf of all employees working under the terms of this Agreement, as of December 1, 2008 – four dollars and fifty cents (\$4.50) per hour, and as of April 1, 2009 – five dollars (\$5.00) per hour and to pay such sum into the NECA/IBEW Family Medical Care Trust Fund. All future contribution increases during the term of this agreement (December 01, 2008 – November 30, 2011) shall be derived from the negotiated wage increase for Journeyman Wireman, Zone 1. These contributions shall be used to provide group life insurance, accidental death and dismemberment insurance, temporary disability insurance, hospital, surgical and medical expense benefits to eligible Employees and their families in such forms and amounts as the trustees of the health fund may determine, and the organization and administration expenses of the health fund.

- (b) The said health fund shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of representatives of NECA and the IBEW which agreement and declaration of trust shall conform to all requirements of the law.
- (c) Along with the check for the amount of the calendar monthly deductions and the Employer's contribution to the health fund, the Employer shall send a mutually agreed number of copies of Form NVR- I (Monthly Payroll Report) of the National Electrical Benefit Fund, which sets forth the man's name, social security number, the number of clock hours worked, and his gross earnings for the calendar month and will be executed to cover the aggregate number of weekly payrolls in each calendar month. The check and/or respective monies shall be transmitted not later than fifteen (15) days after the end of the month for which deductions are being made.

#### Section 6.05 - Pension Fund

- (a) The employer agrees to contribute on behalf of all employees working under the terms of this Agreement (except 1<sup>st</sup> year apprentices) seven and half percent (7.5%) effective December 1, 2008, of their gross weekly pay into a pension fund on an individual basis (Southern Electrical Retirement Fund, 3928 Volunteer Drive, Chattanooga, TN 37416 - Phone (423) 899-2593).
- (b) The said pension fund shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of persons representing the Local Union and the Employer.
- (c) The trustees shall determine the rules and regulations regarding the pension fund and that such rules and regulations conform to all requirements of the law.

#### Section 6.06 - Fund Delinquencies

- (a) All monthly payments which the Employers are committed to pay, under the terms of this Agreement shall be forwarded to the proper recipient no later than the fifteenth (15th) day of the following month. The payments shall be made by check or draft and shall constitute a debt due and owing to the respective parties. It is also understood that if such debt becomes delinquent, suit may be instituted to recover all debts due and said Employer shall also be liable for costs of litigation, liquidated damages, interest and reasonable attorney fees.

Section 6.07 - Credit Union

There will be voluntary payroll deduction for remittance to the Langley Federal Credit Union (Appendix B). The payment and the amount of deduction for each member shall be mailed to the Credit Union office not later than fifteen (15) calendar days following the end of each calendar month, in increments of five dollars (\$5.00).

**Article 7**

**National Electrical Industry Fund (NEIF)**

Section 7.01: Each individual employer shall contribute an amount not to exceed one percent (1%) nor less than two tenths of one percent (.2%) 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 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 8**

**Local Labor-Management Cooperation Committee (LMCC)**

Section 8.01: 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 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 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 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 LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03. Each employer shall contribute ten (\$0.10) cents per employee hour worked. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Atlantic Coast Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), 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 9

### **NECA-IBEW National Labor-Management Cooperation Fund**

Section 9.01: 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 9.02: 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.

Section 9.03: Each employer shall contribute one cent (\$0.01) 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 Atlantic Coast Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04: If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$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 attorneys' fees.

## **Article 10**

### **Substance Abuse**

Section 10.01. 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 11

### **Virginia Electrical Industry Receiving Trust Fund**

Section 11.01: There is hereby established a one check payment on all Trust Funds as well as NEBF, IBEW assessments, COPE, NECA dues where applicable, and Receiving Trust Fund contributions to a Receiving Trust Fund as provided in the Receiving Trust Fund Agreement. This Receiving Trust Fund shall be known as the "Board 63 Collection Account Trust." Payment shall constitute a debt due and owing to Board 63 Collection Account Trust on the last day of each calendar month and shall be mailed with the appropriate payroll report to reach the office of Board 63 no later than twelve (12) days following the end of each calendar month. It is understood and agreed that the failure of any employer to pay the proper amounts to the Electrical Industry Receiving Trust Fund as required shall constitute a breach of the current Working Agreement. Consistent with the Receiving Trust Fund Agreement, this Fund is solely administered by Employer Trustees.

Section 11.02: Effective December 1, 1994, employers shall contribute five cents (\$0.05) per hour for each hour actually worked including premium and/or overtime hours for all Employees covered by this agreement to the Board 63 Collection Account Trust. These monies are exclusively for the purpose of administering the Electrical Industry Receiving Trust Fund as reimbursement for reasonable expenses incurred in the operation of the Fund.

Section 11.03: (a) Monies received by the Receiving Trust Fund will be paid to the respective Joint Apprenticeship and Training Trust Fund, the Southern Electrical Retirement Fund, NECA/IBEW Family Medical Trust Fund, National Labor-Management Cooperation Committee Fund, Local Labor Management Cooperation Committee, and the NEBF, in accordance with the schedule of Trust Fund contributions covered under this agreement; to the Local Union for the amount of assessments and COPE contributions; and to the NECA Chapter for dues and service charges owed by NECA members.

(b) Additional monies received by the Receiving Trust Fund designated as Receiving Trust contributions and monies received in the form of investment income shall remain with the Fund and be used exclusively to offset the expenses of the Receiving Trust as specified in the Trust Agreement to the extent that the money is available. Collection of the Receiving Fund contribution is the exclusive responsibility of the Fund Trustees.

Section 11.04: The Receiving Trust Fund shall not be responsible for enforcement of payments required under this Agreement, except for the \$0.05 contribution to the Receiving Trust. Responsibility for the enforcement of payment of all monies, except for Receiving Trust Fund contributions shall remain with the respective Funds, the Local Union and the Chapter as the case may be.

Section 11.05: An annual audit shall be conducted of the Receiving Trust Fund. A copy of the Audit shall be made available to the Local Union or any participating employer upon request.

Section 11.06: No part of the funds collected under this trust shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its Local Unions.

## **Article 12**

### **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 13**

### **Separability Clause**

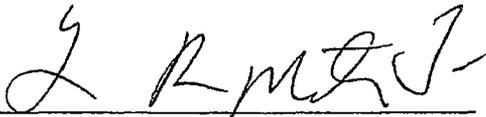
Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are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

## Signatures

In witness whereof, the parties hereto have executed this Agreement, consisting of thirty-four pages, which have been signed, on this date of May 18, 2009.

For The Employer:

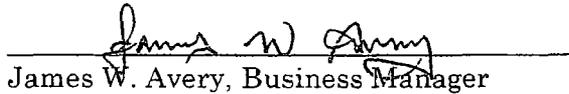
Hampton Roads Division, Atlantic Coast Chapter,  
National Electrical Contractors Association, Inc. (NECA)



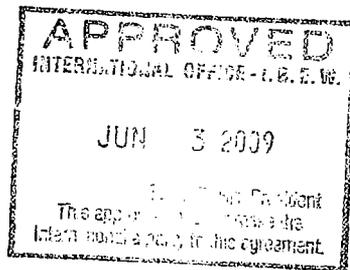
Lawrence R. Moter, Jr. Chapter Manager

For The Union:

Local Union No. 1340 International Brotherhood of Electrical Workers (IBEW)



James W. Avery, Business Manager



## APPENDIX

### UNINDENTURED WAGE RATES

Unindentured shall be paid 42% of Journeyman Wireman rates.

The only benefit plans unindentured employees shall participate are the NECA/IBEW Family Medical Plan and National Electrical Benefit Fund.

NECA/IBEW Family Medical Plan employer contribution shall be \$2.70 per hour worked for unindentured effective December 1, 2008. Effective April 01, 2009, the employer contribution shall be \$3.00 per hour worked.



**EXHIBIT I - National Electrical Benefit Fund (NEBF) - Local 1340**

Sec. 6.01 of CBA - Fund contributions at rate of 3% of gross monthly payroll

<b>Quarter</b>	<b>Month</b>	<b>Hours Per Month</b>	<b>Hourly Wage Rate</b>	<b>Monthly Wages per Employee</b>	<b>Number of Employees in Unit</b>	<b>Gross Monthly Payroll</b>	<b>Monthly Fund Contribution</b>	<b>Quarter Totals</b>
3Q 2010	Jul-10	112	\$23.80	\$2,665.60	1	\$2,665.60	\$79.97	
	Aug-10	112	\$23.80	\$2,665.60	1	\$2,665.60	\$79.97	
	Sep-10	112	\$23.80	\$2,665.60	1	\$2,665.60	\$79.97	
<b>Total</b>								<b>\$239.90</b>
4Q 2010	Oct-10	112	\$23.80	\$2,665.60	1	\$2,665.60	\$79.97	
	Nov-10	112	\$23.80	\$2,665.60	1	\$2,665.60	\$79.97	
	Dec-10	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
<b>Total</b>								<b>\$243.53</b>
1Q 2011	Jan-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
	Feb-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
	Mar-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
<b>Total</b>								<b>\$250.79</b>
2Q 2011	Apr-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
	May-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
	Jun-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
<b>Total</b>								<b>\$250.79</b>
3Q 2011	Jul-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
	Aug-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
	Sep-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
<b>Total</b>								<b>\$250.79</b>
4Q 2011	Oct-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
	Nov-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
	Dec-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
<b>Total</b>								<b>\$250.79</b>
1Q 2012	Jan-12	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
	Feb-12	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
	Mar-12	112	\$24.88	\$2,786.56	1	\$2,786.56	\$83.60	
<b>Total</b>								<b>\$250.79</b>
<b>Total Contributions to NEBF - Local 1340</b>								<b>\$4,690.05</b>

**EXHIBIT J - NECA/IBEW Family Medical Care Trust Fund (Medical Fund)**

Sec. 6.04 of CBA - Fund Contributions set at the following rates:

Effective November 5, 2008 - \$3.90/hour

\*Effective December 1, 2008 - \$4.50/hour

\*\*Effective April 1, 2009 - \$5.00/hour

Quarter	Month	Hours Per Month	Contribution Rate	Contribution per Employee	Number of Employees in Unit	Monthly Fund Contribution	Quarterly Contribution
4Q 2008	Nov-08	98	\$3.90	\$382.20	1	\$382.20	
	*Dec-08	112	\$4.50	\$504.00	1	\$504.00	
Total							<b>\$886.20</b>
1Q 2009	Jan-09	112	\$4.50	\$504.00	3	\$1,512.00	
	Feb-09	112	\$4.50	\$504.00	3	\$1,512.00	
	Mar-09	112	\$4.50	\$504.00	3	\$1,512.00	
Total							<b>\$4,536.00</b>
2Q 2009	**Apr-09	112	\$5.00	\$560.00	2	\$1,120.00	
	May-09	112	\$5.00	\$560.00	2	\$1,120.00	
	Jun-09	112	\$5.00	\$560.00	2	\$1,120.00	
Total							<b>\$3,360.00</b>
3Q 2009	Jul-09	112	\$5.00	\$560.00	2	\$1,120.00	
	Aug-09	112	\$5.00	\$560.00	2	\$1,120.00	
	Sep-09	112	\$5.00	\$560.00	2	\$1,120.00	
Total							<b>\$3,360.00</b>
4Q 2009	Oct-09	112	\$5.00	\$560.00	1	\$560.00	
	Nov-09	112	\$5.00	\$560.00	1	\$560.00	
	Dec-09	112	\$5.00	\$560.00	1	\$560.00	
Total							<b>\$1,680.00</b>
1Q 2010	Jan-10	112	\$5.00	\$560.00	2	\$1,120.00	
	Feb-10	112	\$5.00	\$560.00	2	\$1,120.00	
	Mar-10	112	\$5.00	\$560.00	2	\$1,120.00	
Total							<b>\$3,360.00</b>
2Q 2010	Apr-10	112	\$5.00	\$560.00	2	\$1,120.00	
	May-10	112	\$5.00	\$560.00	2	\$1,120.00	
	Jun-10	112	\$5.00	\$560.00	2	\$1,120.00	
Total							<b>\$3,360.00</b>

**EXHIBIT J - NECA/IBEW Family Medical Care Trust Fund (Medical Fund)**

<b>Quarter</b>	<b>Month</b>	<b>Hours Per Month</b>	<b>Contribution Rate</b>	<b>Contribution per Employee</b>	<b>Number of Employees in Unit</b>	<b>Monthly Fund Contribution</b>	<b>Quarterly Contribution</b>
3Q 2010	Jul-10	112	\$5.00	\$560.00	1	\$560.00	
	Aug-10	112	\$5.00	\$560.00	1	\$560.00	
	Sep-10	112	\$5.00	\$560.00	1	\$560.00	
<b>Total</b>							<b>\$1,680.00</b>
4Q 2010	Oct-10	112	\$5.00	\$560.00	1	\$560.00	
	Nov-10	112	\$5.00	\$560.00	1	\$560.00	
	Dec-10	112	\$5.00	\$560.00	1	\$560.00	
<b>Total</b>							<b>\$1,680.00</b>
1Q 2011	Jan-11	112	\$5.00	\$560.00	1	\$560.00	
	Feb-11	112	\$5.00	\$560.00	1	\$560.00	
	Mar-11	112	\$5.00	\$560.00	1	\$560.00	
<b>Total</b>							<b>\$1,680.00</b>
2Q 2011	Apr-11	112	\$5.00	\$560.00	1	\$560.00	
	May-11	112	\$5.00	\$560.00	1	\$560.00	
	Jun-11	112	\$5.00	\$560.00	1	\$560.00	
<b>Total</b>							<b>\$1,680.00</b>
3Q 2011	Jul-11	112	\$5.00	\$560.00	1	\$560.00	
	Aug-11	112	\$5.00	\$560.00	1	\$560.00	
	Sep-11	112	\$5.00	\$560.00	1	\$560.00	
<b>Total</b>							<b>\$1,680.00</b>
4Q 2011	Oct-11	112	\$5.00	\$560.00	1	\$560.00	
	Nov-11	112	\$5.00	\$560.00	1	\$560.00	
	Dec-11	112	\$5.00	\$560.00	1	\$560.00	
<b>Total</b>							<b>\$1,680.00</b>
1Q 2012	Jan-12	112	\$5.00	\$560.00	1	\$560.00	
	Feb-12	112	\$5.00	\$560.00	1	\$560.00	
	Mar-12	112	\$5.00	\$560.00	1	\$560.00	
<b>Total</b>							<b>\$1,680.00</b>
<b>Total Contributions to Medical Fund</b>							<b>\$32,302.20</b>

**EXHIBIT K - Southern Electrical Retirement Fund (SERF) - Local 1340**

Sec. 6.06 of the CBA - Fund contributions at rate of 7.5% of gross weekly payroll

Quarter	Month	Hours Per Week	Hourly Wage Rate	Weekly Wages per Employee	Number of Employees in Unit	Gross Weekly Payroll	Weekly Fund Contribution	Weeks per Month	Monthly Contribution	Quarterly Fund Contribution
4Q 2008	Nov-08	26	\$22.50	\$585.00	1	\$585.00	\$43.88	4	\$175.50	
	Dec-08	26	\$23.16	\$602.16	1	\$602.16	\$45.16	4	\$180.65	
Total										<b>\$356.15</b>
1Q 2009	Jan-09	26	\$23.16	\$602.16	3	\$1,806.48	\$135.49	4	\$541.94	
	Feb-09	26	\$23.16	\$602.16	3	\$1,806.48	\$135.49	4	\$541.94	
	Mar-09	26	\$23.16	\$602.16	3	\$1,806.48	\$135.49	5	\$677.43	
Total										<b>\$1,761.32</b>
2Q 2009	Apr-09	26	\$22.72	\$590.72	2	\$1,181.44	\$88.61	5	\$443.04	
	May-09	26	\$22.72	\$590.72	2	\$1,181.44	\$88.61	4	\$354.43	
	Jun-09	26	\$22.72	\$590.72	2	\$1,181.44	\$88.61	4	\$354.43	
Total										<b>\$1,151.90</b>
3Q 2009	Jul-09	26	\$22.72	\$590.72	2	\$1,181.44	\$88.61	5	\$443.04	
	Aug-09	26	\$22.72	\$590.72	2	\$1,181.44	\$88.61	4	\$354.43	
	Sep-09	26	\$22.72	\$590.72	2	\$1,181.44	\$88.61	4	\$354.43	
Total										<b>\$1,151.90</b>
4Q 2009	Oct-09	26	\$22.72	\$590.72	1	\$590.72	\$44.30	4	\$177.22	
	Nov-09	26	\$22.72	\$590.72	1	\$590.72	\$44.30	4	\$177.22	
	Dec-09	26	\$23.80	\$618.80	1	\$618.80	\$46.41	5	\$232.05	
Total										<b>\$586.48</b>
1Q 2010	Jan-10	26	\$23.80	\$618.80	2	\$1,237.60	\$92.82	4	\$371.28	
	Feb-10	26	\$23.80	\$618.80	2	\$1,237.60	\$92.82	4	\$371.28	
	Mar-10	26	\$23.80	\$618.80	2	\$1,237.60	\$92.82	5	\$464.10	
Total										<b>\$1,206.66</b>
2Q 2010	Apr-10	26	\$23.80	\$618.80	2	\$1,237.60	\$92.82	4	\$371.28	
	May-10	26	\$23.80	\$618.80	2	\$1,237.60	\$92.82	4	\$371.28	
	Jun-10	26	\$23.80	\$618.80	2	\$1,237.60	\$92.82	5	\$464.10	
Total										<b>\$1,206.66</b>

**EXHIBIT K - Southern Electrical Retirement Fund (SERF) - Local 1340**

Sec. 6.06 of the CBA - Fund contributions at rate of 7.5% of gross weekly payroll

Quarter	Month	Hours Per Week	Hourly Wage Rate	Weekly Wages per Employee	Number of Employees in Unit	Gross Weekly Payroll	Weekly Fund Contribution	Weeks per Month	Monthly Contribution	Quarterly Fund Contribution
3Q 2010	Jul-10	26	\$23.80	\$618.80	1	\$618.80	\$46.41	4	\$185.64	\$603.33
	Aug-10	26	\$23.80	\$618.80	1	\$618.80	\$46.41	5	\$232.05	
	Sep-10	26	\$23.80	\$618.80	1	\$618.80	\$46.41	4	\$185.64	
Total										
4Q 2010	Oct-10	26	\$23.80	\$618.80	1	\$618.80	\$46.41	4	\$185.64	\$613.86
	Nov-10	26	\$23.80	\$618.80	1	\$618.80	\$46.41	4	\$185.64	
	Dec-10	26	\$24.88	\$646.88	1	\$646.88	\$48.52	5	\$242.58	
Total										
1Q 2011	Jan-11	26	\$24.88	\$646.88	1	\$646.88	\$48.52	4	\$194.06	\$630.71
	Feb-11	26	\$24.88	\$646.88	1	\$646.88	\$48.52	4	\$194.06	
	Mar-11	26	\$24.88	\$646.88	1	\$646.88	\$48.52	5	\$242.58	
Total										
2Q 2011	Apr-11	26	\$24.88	\$646.88	1	\$646.88	\$48.52	4	\$194.06	\$630.71
	May-11	26	\$24.88	\$646.88	1	\$646.88	\$48.52	5	\$242.58	
	Jun-11	26	\$24.88	\$646.88	1	\$646.88	\$48.52	4	\$194.06	
Total										
3Q 2011	Jul-11	26	\$24.88	\$646.88	1	\$646.88	\$48.52	4	\$194.06	\$630.71
	Aug-11	26	\$24.88	\$646.88	1	\$646.88	\$48.52	5	\$242.58	
	Sep-11	26	\$24.88	\$646.88	1	\$646.88	\$48.52	4	\$194.06	
Total										
4Q 2011	Oct-11	26	\$24.88	\$646.88	1	\$646.88	\$48.52	4	\$194.06	\$630.71
	Nov-11	26	\$24.88	\$646.88	1	\$646.88	\$48.52	4	\$194.06	
	Dec-11	26	\$24.88	\$646.88	1	\$646.88	\$48.52	5	\$242.58	
Total										
1Q 2012	Jan-12	26	\$24.88	\$646.88	1	\$646.88	\$48.52	5	\$242.58	\$630.71
	Feb-12	26	\$24.88	\$646.88	1	\$646.88	\$48.52	4	\$194.06	
	Mar-12	26	\$24.88	\$646.88	1	\$646.88	\$48.52	4	\$194.06	
Total										
<b>Total Contributions to SERF - Local 1340</b>										<b>\$11,791.81</b>

**EXHIBIT L - Joint Apprenticeship and Training Fund (JATF) - Local 1340**

Sec. 5.16 of CBA - Fund contributions set at following rates:

Effective November 5, 2008 - 1.5% of gross monthly payroll

\*Effective December 1, 2008 - 2% of gross monthly payroll

<b>Quarter</b>	<b>Month</b>	<b>Hours Per Month</b>	<b>Hourly Wage Rate</b>	<b>Monthly Wages per Employee</b>	<b>Number of Employees in Unit</b>	<b>Gross Monthly Payroll</b>	<b>Monthly Fund Contribution</b>	<b>Quarter Totals</b>
4Q 2008	Nov-08	98	\$22.50	\$2,205.00	1	\$2,205.00	\$33.08	
	*Dec-08	112	\$23.16	\$2,593.92	1	\$2,593.92	\$51.88	
<b>Total</b>								<b>\$84.95</b>
1Q 2009	Jan-09	112	\$23.16	\$2,593.92	3	\$7,781.76	\$155.64	
	Feb-09	112	\$23.16	\$2,593.92	3	\$7,781.76	\$155.64	
	Mar-09	112	\$23.16	\$2,593.92	3	\$7,781.76	\$155.64	
<b>Total</b>								<b>\$466.91</b>
2Q 2009	Apr-09	112	\$22.72	\$2,544.64	2	\$5,089.28	\$101.79	
	May-09	112	\$22.72	\$2,544.64	2	\$5,089.28	\$101.79	
	Jun-09	112	\$22.72	\$2,544.64	2	\$5,089.28	\$101.79	
<b>Total</b>								<b>\$305.36</b>
3Q 2009	Jul-09	112	\$22.72	\$2,544.64	2	\$5,089.28	\$101.79	
	Aug-09	112	\$22.72	\$2,544.64	2	\$5,089.28	\$101.79	
	Sep-09	112	\$22.72	\$2,544.64	2	\$5,089.28	\$101.79	
<b>Total</b>								<b>\$305.36</b>
4Q 2009	Oct-09	112	\$22.72	\$2,544.64	1	\$2,544.64	\$50.89	
	Nov-09	112	\$22.72	\$2,544.64	1	\$2,544.64	\$50.89	
	Dec-09	112	\$23.80	\$2,665.60	1	\$2,665.60	\$53.31	
<b>Total</b>								<b>\$155.10</b>
1Q 2010	Jan-10	112	\$23.80	\$2,665.60	2	\$5,331.20	\$106.62	
	Feb-10	112	\$23.80	\$2,665.60	2	\$5,331.20	\$106.62	
	Mar-10	112	\$23.80	\$2,665.60	2	\$5,331.20	\$106.62	
<b>Total</b>								<b>\$319.87</b>
2Q 2010	Apr-10	112	\$23.80	\$2,665.60	2	\$5,331.20	\$106.62	
	May-10	112	\$23.80	\$2,665.60	2	\$5,331.20	\$106.62	
	Jun-10	112	\$23.80	\$2,665.60	2	\$5,331.20	\$106.62	
<b>Total</b>								<b>\$319.87</b>

**EXHIBIT L - Joint Apprenticeship and Training Fund (JATF) - Local 1340**

<b>Quarter</b>	<b>Month</b>	<b>Hours Per Month</b>	<b>Hourly Wage Rate</b>	<b>Monthly Wages per Employee</b>	<b>Number of Employees in Unit</b>	<b>Gross Monthly Payroll</b>	<b>Monthly Fund Contribution</b>	<b>Quarter Totals</b>
3Q 2010	Jul-10	112	\$23.80	\$2,665.60	1	\$2,665.60	\$53.31	
	Aug-10	112	\$23.80	\$2,665.60	1	\$2,665.60	\$53.31	
	Sep-10	112	\$23.80	\$2,665.60	1	\$2,665.60	\$53.31	
Total								<b>\$159.94</b>
4Q 2010	Oct-10	112	\$23.80	\$2,665.60	1	\$2,665.60	\$53.31	
	Nov-10	112	\$23.80	\$2,665.60	1	\$2,665.60	\$53.31	
	Dec-10	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
Total								<b>\$162.36</b>
1Q 2011	Jan-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
	Feb-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
	Mar-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
Total								<b>\$167.19</b>
2Q 2011	Apr-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
	May-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
	Jun-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
Total								<b>\$167.19</b>
3Q 2011	Jul-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
	Aug-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
	Sep-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
Total								<b>\$167.19</b>
4Q 2011	Oct-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
	Nov-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
	Dec-11	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
Total								<b>\$167.19</b>
1Q 2012	Jan-12	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
	Feb-12	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
	Mar-12	112	\$24.88	\$2,786.56	1	\$2,786.56	\$55.73	
Total								<b>\$167.19</b>
<b>Total Contributions to JATF - Local 1340</b>								<b>\$3,115.67</b>

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

GDT ELECTRICAL, INC. d/b/a GARDNER ELECTRICAL CORP. and TELLER  
ELECTRICAL CORP. d/b/a GARDNER ELECTRICAL CORP. and SUN  
POWER AND ELECTRIC, LLC, AS ALTER EGOS

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL  
NO. 80

GDT ELECTRICAL, INC. d/b/a GARDNER ELECTRICAL CORP. and TELLER  
ELECTRICAL CORP. d/b/a GARDNER ELECTRICAL CORP. and SUN  
POWER AND ELECTRIC, LLC, AS ALTER EGOS

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL  
NO. 1340

Case 05-CA-34956 & 05-CA-34957

DATE OF MAILING 03/28/2012

AFFIDAVIT OF SERVICE OF COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

I, the undersigned employee of the National Labor Relations Board, certify that on the date indicated above I served the above-entitled document(s) by post-paid mail upon the following persons, addressed to them at the following addresses:

RESPONDENT:

MR. RAYMOND G. TELLER  
GDT ELECTRICAL INC  
D/B/A GARDNER ELECTRICAL CORP.  
2715 ARKANSAS AVENUE  
NORFOLK, VA 23513-4403  
US CERT. NO. 7010 0290 0000 2149 6858  
UPS TRACKING NO. 1ZA4042VNT93540152

MR. RAYMOND G. TELLER  
TELLER ELECTRICAL CORP.  
D/B/A GARDNER ELECTRICAL CORP.  
4693 SHOULDERS HILL ROAD  
SUFFOLK, VA 23435  
US CERT. NO. 7010 0290 0000 2149 6858  
UPS TRACKING NO. 1ZA4042VNT91738167

COUNSEL FOR CHARGING PARTYS:

JONATHAN D. NEWMAN, ESQ  
SHERMAN, DUNN, COHEN, LEIFER & YELLIG, P C.  
900 7TH STREET NW, SUITE 1000  
WASHINGTON, DC 20001-3886

CHARGING PARTYS

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL NO. 80  
828 PROVIDENCE ROAD  
CHESAPEAKE, VA 23325

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL NO 1340  
522 INDUSTRIAL PARK DRIVE  
NEWPORT NEWS, VA 23608

03/28/2012

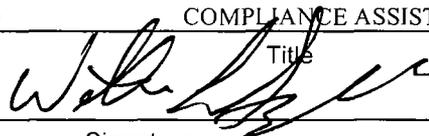
Date

WILLIAM SZABO

COMPLIANCE ASSISTANT

Print Name

Title



Signature

PAGE TWO

SHOWING A DATE OF MAILING .....

**AFFIDAVIT OF SERVICE OF** .....

MR. RAYMOND G. TELLER  
SUN POWER AND ELECTRIC, LLC  
4693 SHOULDERS HILL ROAD  
SUFFOLK, VA 23435  
US CERT. NO. 7010 0290 0000 2149  
UPS TRACKING NO. 1ZA4042VNT92548174

MR RAYMOND G. TELLER  
SUN POWER AND ELECTRIC, LLC  
P O. BOX 1442  
CHESAPEAKE, VA 23321  
US CERT. NO. 7010 0290 0000 2149 6872



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Show Details					
70100290000021496872	i	Notice Left	March 30, 2012, 6:32 am	CHESAPEAKE, VA 23327	Certified Mail
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United States Government

**NATIONAL LABOR RELATIONS BOARD**

Region 5

103 South Gay Street - 8th Floor

Baltimore, MD 21202 - 4061

Telephone: (410) 962-2880

Facsimile: (410) 962-2198

April 25, 2012

Mr. Raymond G. Teller  
GDT Electrical, Inc.,  
d/b/a Gardner Electrical Corp  
4693 Shoulders Hill Road  
Suffolk, VA 23435

Re: GDT Electrical, Inc. d/b/a Gardner Electrical Corp. and Teller  
Electrical Corp. d/b/a Gardner Electrical Corp. and Sun Power and  
Electric, LLC, as alter egos  
Cases: 5-CA-34956 5-CA-34957

Dear Mr. Teller:

As you are aware from the Compliance Specification in the above-captioned case, and pursuant to Section 102.56 of the Board's Rules and Regulations, a Respondent in a case before the National Labor Relations Board shall file with the Regional Director an original and four (4) copies of an answer to the Compliance Specification within twenty-one (21) days from the service thereof. Respondent's Answer was due in this office by close of business on April 18, 2012. The Compliance Specification also notified you that Respondent shall serve a copy of its answer on each of the other parties.

To date, this office has not received an Answer from Respondent. Please be advised that if an Answer is not received in this office by close of business on **Wednesday, May 2, 2012**, this office will file a Motion for Default Judgment pursuant to Section 102.56(c) of the Board's Rules and Regulations, asking the Board to find the allegations in the Compliance Specification to be admitted as true. Enclosed is a courtesy copy of the Compliance Specification and Notice of Consolidated Hearing, previously served on Respondent.

If you have any questions or wish to discuss this matter further, please do not hesitate to call me at (410) 962-2880.

Very truly yours,

  
Heather Keough  
Compliance Officer

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S-CA-34956  
34957

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Alpha Gateway  
Electrical  
Corp.

Sent To R. Teller, G.D.T. Electrical, Inc.  
 Street, Apt. No. or PO Box No. 4693 Shoulders Hill Road  
 City, State, ZIP+4 Suffolk, VA 23435



United States Government

**NATIONAL LABOR RELATIONS BOARD**

Region 5

103 South Gay Street - 8th Floor

Baltimore, MD 21202 - 4061

Telephone: (410) 962-2880

Facsimile: (410) 962-2198

April 25, 2012

Mr. Raymond G. Teller  
Teller Electrical Corp.  
d/b/a Gardner Electrical Corp.  
4693 Shoulders Hill Road  
Suffolk, VA 23435

Re: GDT Electrical, Inc. d/b/a Gardner Electrical Corp. and Teller  
Electrical Corp. d/b/a Gardner Electrical Corp. and Sun Power and  
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Heather Keough  
Compliance Officer

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City, State, Zip+4 Chesapeake, VA 23321



United States Government

**NATIONAL LABOR RELATIONS BOARD**

Region 5

103 South Gay Street - 8th Floor

Baltimore, MD 21202 - 4061

Telephone: (410) 962-2880

Facsimile: (410) 962-2198

April 25, 2012

Mr. Raymond G. Teller  
Sun Power and Electric, LLC  
4693 Shoulders Hill Road  
Suffolk, VA 23435

Re: GDT Electrical, Inc. d/b/a Gardner Electrical Corp. and Teller  
Electrical Corp. d/b/a Gardner Electrical Corp. and Sun Power and  
Electric, LLC, as alter egos  
Cases: 5-CA-34956 5-CA-34957

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Very truly yours,

Heather Keough  
Compliance Officer

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34957  
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5-25-12

Sent To R. Teller, Sun Power + Electric  
Street, Apt. No. or PO Box No. 4693 Shoulders Hill Road  
City, State, ZIP+4 SPFOlk, VA 23435

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**NATIONAL LABOR RELATIONS BOARD**

Region 5

103 South Gay Street - 8th Floor

Baltimore, MD 21202 - 4061

Telephone: (410) 962-2880

Facsimile: (410) 962-2198

April 25, 2012

Mr. Raymond G. Teller  
Sun Power and Electric, LLC  
P.O. Box 1442  
Chesapeake, VA 23321

Re: GDT Electrical, Inc. d/b/a Gardner Electrical Corp. and Teller  
Electrical Corp. d/b/a Gardner Electrical Corp. and Sun Power and  
Electric, LLC, as alter egos  
Cases: 5-CA-34956 5-CA-34957

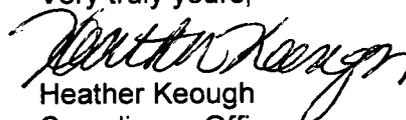
Dear Mr. Teller:

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If you have any questions or wish to discuss this matter further, please do not hesitate to call me at (410) 962-2880.

Very truly yours,

  
Heather Keough  
Compliance Officer

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34957  
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d/b/a  
Guard Net  
Electrical  
Corp.

Sent To R. Teller, Teller Electrical Corp  
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or PO Box No. 4693  
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70100290000021496919 <a href="#">Show Details</a>		Delivered	May 03, 2012, 10:07 am	SUFFOLK, VA 23435	Certified Mail
70100290000021496896 <a href="#">Show Details</a>		Delivered	May 03, 2012, 10:07 am	SUFFOLK, VA 23435	Certified Mail

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**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 5**

GDT ELECTRICAL, INC. D/B/A GARDNER  
ELECTRICAL CORP.

and

Case 5-CA-34956

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL NO. 80

GDT ELECTRICAL, INC. D/B/A GARDNER  
ELECTRICAL CORP.

and

Case 5-CA-34957

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL NO. 1340

**ORDER POSTPONING HEARING INDEFINITELY**

IT IS HEREBY ORDERED that the hearing scheduled in the above-entitled matter for June 11, 2012, in Newport News, Virginia, be, and the same hereby is, postponed indefinitely.

Dated at Baltimore, Maryland this 14th day of May 2012.

(SEAL)

WAYNE R. GOLD

---

Wayne R. Gold, Regional Director  
National Labor Relations Board, Region 5  
103 South Gay Street, 8th Floor  
Baltimore, Maryland 21202

EXHIBIT 7

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

GDT ELECTRICAL, INC. D/B/A GARDNER  
ELECTRICAL CORP.  
  
and  
  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL NO. 80  
  
GDT ELECTRICAL, INC. D/B/A GARDNER  
ELECTRICAL CORP.  
  
and  
  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL NO. 1340

Cases 5-CA-34956  
5-CA-34957

DATE OF MAILING May 14, 2012

**AFFIDAVIT OF SERVICE OF** Order Postponing Hearing Indefinitely

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by post-paid certified mail upon the following persons, addressed to them at the following addresses:

**7001 0780 0000 3605 3631**

MR. RAYMOND G. TELLER  
GDT ELECTRICAL, INC. D/B/A  
GARDNER ELECTRICAL CORP.  
4693 SHOULDERS HILL ROAD  
SUFFFOLK, VA 23435

JONATHAN D. NEWMAN, ESQ.  
SHERMAN, DUNN, COHEN, LEIFER & YELLIG  
SUITE 1000  
900 SEVENTH STREET, NW  
WASHINGTON, DC 20001

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL NO. 80  
828 PROVIDENCE ROAD  
CHESAPEAKE, VA 23325

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL NO. 1340  
522 INDUSTRIAL PARK DRIVE  
NEWPORT NEWS, VA 23608

<p>Signed in Baltimore, Maryland this 14th day of  May 2012</p>	<p>DESIGNATED AGENT  <i>/s/ Monica Graves</i>  NATIONAL LABOR RELATIONS BOARD</p>
---	---