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Title: **Atlanta Electrical Contractors Association, Atlanta Chapter National Electrical Contractors Association, Inc. and International Brotherhood of Electrical Workers (IBEW), Local 613 (2003)**

K#: **8103**

Employer Name: **Atlanta Electrical Contractors Association, Atlanta Chapter National Electrical Contractors Association, Inc**

Location: **Atlanta GA**

Union: **International Brotherhood of Electrical Workers (IBEW)**

Local: **613**

SIC: **1731**

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Sector: **P**

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AGREEMENT

September 1, 2003

Between

ATLANTA ELECTRICAL
CONTRACTORS ASSOCIATION
ATLANTA CHAPTER NECA, INC.

And

LOCAL UNION 613
INTERNATIONAL
BROTHERHOOD
of
ELECTRICAL WORKERS
ATLANTA, GEORGIA

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AGREEMENT

Agreement by and between the Atlanta Electrical Contractors Association, Atlanta Chapter NECA, Inc. and Local Union No. 613, IBEW.

PREAMBLE

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 "Association" and "Chapter" shall mean the Atlanta Electrical Contractors Association, Atlanta Chapter NECA, Inc. and the term "Union" shall mean Local Union 613, IBEW.

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

BASIC PRINCIPLES

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 differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Article I

EFFECTIVE DATE
CHANGES – GRIEVANCES – DISPUTES

EFFECTIVE DATE

Section 1.01. This Agreement shall take effect **September 1, 2003,** and shall remain in effect until **August 31, 2004.** It shall continue in effect from year to year thereafter, from **September 1** through **August 31** of each year, unless changed or terminated in the way later provided herein.

90 DAY NOTICE AGREEMENT CHANGES OR TERMINATION

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

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

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

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations 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.

CIR

(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.

CHANGES

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

NO STRIKE

Section 1.04. There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

L/M COMMITTEE

Section 1.05. There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The

Local Union shall select the Union representatives and the Chapter shall select the management representatives.

GRIEVANCES

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

QUORUM

Section 1.07. All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

CIR-GRIEVANCE

Section 1.08. Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

STATUS QUO

Section 1.09. When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Article II

EMPLOYER RIGHTS - UNION RIGHTS

PERMANENT BUSINESS ADDRESS

Section 2.01. Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a place of business and a suitable financial status to meet payroll requirements.

MANAGEMENT'S RIGHTS

Section 2.02. 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.

INSURANCE

Section 2.03. For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this state, social security and such other protective insurance as may be required by the laws of the state in which the work is performed. He shall also make contributions to the State Unemployment Compensation Commission regardless of the number of employees.

SHIFT WORK

Section 2.04. Sufficient numbers of journeymen, and apprentices will be made available for a project in order that working of overtime will be unnecessary except under extraordinary circumstances. Shift work may be utilized in order to expedite the job and meet completion schedules.

JATC GROWTH

Section 2.05. To insure a sufficient number of skilled craftsmen to meet the needs of the industry, the parties will continue to expand and improve their presently recognized apprenticeship and journeymen training program.

EMPLOYEE COMPETITION

Section 2.06. No member of Local Union 613 while he remains a member of such Local Union and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

IBEW JURISDICTION

Section 2.07. (a) The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

(b) The Employer understands that the Local Union's jurisdiction - both trade and territorial - is not a subject for negotiations but rather is

determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

Section 2.08. An employer signatory to a collective bargaining *agreement or to a letter of assent to an agreement with another IBEW* Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction in to 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.

PORTABILITY

Section 2.09. 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.

FAVORED NATIONS

Section 2.10. No individual connected with an employing concern as owner, manager, partner, officer, or member of a board of directors, shall perform any manual electrical work. However, nothing in this rule shall be construed as preventing any individual from making a temporary repair or adjustment where an emergency exists involving a hazard to life or property.

EMPLOYER WORK

Section 2.11. The Union reserves the right to discipline its members for violation of its laws, rules and agreements. Any dispute regarding the manner in which a foreman, general foreman or area foreman executes his supervisory or job management responsibilities shall be handled *as a grievance against the Employer.*

UNION DISCIPLINE

Section 2.12. The Employer shall render all assistance to the stew-

STEWARD

ard in his power and the steward shall not be removed from the shop or job without consultation with the Business Manager. The steward shall perform the work of a journeyman wireman. However, he will be given sufficient time to perform his stewards responsibilities.

UNION ACCESS

Section 2.13. 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 this agreement.

AFL-CIO AID

Section 2.14. (a) This Agreement does not deny the right of the Union or its representatives to render assistance to other AFL/CIO organizations by removal of its members from jobs when necessary and when the Union or its representatives decide to do so, but no removal shall take place until notice is first given the Employer involved.

REMOVAL OF MEMBERS

(b) When such a removal takes place, the Union or its representatives shall direct the workman on such job 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 from neglect in carrying out this provision, but only when a safe place is provided by the Employer, for use by the workmen.

PRODUCTIVITY

Section 2.15. There shall be no limitations on the productivity of workmen or on safe use of proper tools of the trade and construction equipment.

TOOL LIST

Section 2.16. (a) Journeymen shall provide themselves with not less than the following tools:

Center Punch	Pliers - Cutting
Hacksaw Frame	Screw drivers - small, medium large and Phillips head (each not to exceed 8 inches)
Hammer	
Knife	
Level - Small	Six Ft. Rule
Pencil	Square
2 Channel Lock Pliers, #420	Wiggins Type Voltage Meter

The Employer shall furnish all other necessary tools and equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes, or other safe places for storage.

(b) The Employer shall provide necessary safe places for storage of employee tools on jobs where it is required for the employee by the employer to leave his tools and the employer shall be responsible for replacing all stolen tools of the employee on those jobs, not to exceed the required journeyman tool list.

TOOL LOCK-UP

Section 2.17. On jobs requiring five (5) or more journeymen at least every fifth (5th) journeyman shall be fifty (50) years old or older if available.

AGE RATIO

Section 2.18. Continuing Education. Labor Management recognizes the need to continually train and educate journeymen to meet the requirements of the ever changing industry. It shall be the responsibility of the JATC to provide and journeyman to attend necessary classes to attain the skills necessary to meet the customer needs.

CONTINUING EDUCATION

Section 2.19. An Employer shall have the exclusive right to name and place all engineers and superintendents on any job or project. All other field supervision shall be designated by the Employer from employees working under the terms of this Agreement.

SUPERINTENDENT

Section 2.20. Every effort shall be made by the parties to insure the highest level of productivity and the expeditious performance of the work with the pledge of "eight hours work for eight hours pay". Workmen shall be on the job at the designated starting time and will not leave until the designated quitting time. There shall be no organized breaks. Loafing, excessive tardiness and unexcused absenteeism will not be tolerated.

8 FOR 8

Section 2.21. 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.

AGREEMENT CANCELLATION

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

SUBLETTING

as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges or violations of paragraph 2 of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

GRIEVANCES

Section 2.22. No grievance or question in dispute shall be considered by the Labor-Management Committee unless the event giving rise to such grievance or question in dispute shall have been set forth in writing and filed with the duly authorized representative of each of the parties to this Agreement within twenty-one (21) calendar days of the occurrence of same.

Article III

HOURS - WAGES - WORKING CONDITIONS

HOURS, WAGES & WORKING CONDITIONS

Section 3.01. **(a)** Forty (40) hours work, between the hours of 6:00 A.M. and 6:00 P.M., Monday through Friday shall constitute the workweek. A thirty (30) minute lunch break shall be allowed for lunch. Saturday may be used as a makeup day, and if utilized, a minimum of eight (8) hours must be scheduled.

(b) Hours worked in excess of ten (10) hours per day or forty (40) straight time hours per workweek, shall be paid at one and one-half (1 1/2) times the straight time hourly rate.

WORK DAY

(c) All hours worked in excess of sixty (60) hours per workweek or on Holidays (including Easter) shall be paid at (2) times the straight time hourly rate.

(d) When an employee is required to work continuously around the clock, and into his/her normal shift, the prevailing overtime rate shall apply until there is at least a four (4) hour lapse.

(e) During weeks that contain New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day, hours worked in excess of ten (10) hours per day or thirty two (32)

hours per workweek, shall be paid at one and one-half (1 1/2) times the straight time hourly rate. This provision shall not apply if the employer schedules four (4) ten (10) hour workdays that workweek. This Section 3.01 (e) shall apply after January 5, 2004.

(f) When requesting applicants for employment, the Employer shall notify the Union as to whether the prospective employee may be asked to work the first Saturday following his starting date. An employer who fails to so notify the Union, will be required to pay said employee at one and one-half (1 1/2) times the straight time hourly rate for any work performed on said first Saturday, provided that employee has worked all hours made available to him during the workweek.

Section 3.02. (a) The pay week shall end on Sunday of each week. Wages shall be paid weekly, in currency or by check, at the office of the Employer, at the regular quitting time on the last regular work day of each workweek. However, on jobs large enough to require a foreman, wages shall be paid weekly, in currency or by check, at the site of work, at quitting time on the last regular working day of each workweek. When paid by check, payment shall be made no later than quitting time on Thursday of each workweek.

(b) Employers who do not maintain a permanent office within the jurisdiction of Local 613 shall provide no cost payroll check cashing services to their employees.

(c) *If chosen by the Employer, an acceptable method of paying* wages shall be by means of electronic transfer directly to the employee's bank account. If requested by the employee, or when the employee does not have a bank account, wages shall be deposited in an account established by the Employer, at a financial institution of the Employer's choosing. Said account will permit funds to be withdrawn by means of an ATM card. No recurring service charges or maintenance fees shall be assessed against the employee in connection with the account established by the Employer. No fees shall be assessed against the employee for accessing funds at an ATM owned and operated by the financial institution at which the Employer has established the account. If an electronic transfer option is chosen, such transfer shall be made so

that funds are available no later than noon on Thursday of each workweek. The employer shall be prohibited from debiting the account of the employee. This section 3.02 (c) shall be effective January 5, 2004.

WAITING TIME

Section 3.03. If the employee is not paid in full as required by Section 3.02, 3.20, 3.25 or 3.26, waiting time of a maximum of eight (8) hours per day, at the applicable straight time rate, shall be paid for the first three (3) work days of non-payment. After the first three (3) days of non-payment, waiting time of a maximum of eight (8) hours per work day, at one and one-half (1 1/2) times the applicable straight time rate shall be paid until payment is made.

HOLIDAY

Section 3.04. Holidays. The following holidays or days celebrated as such will be paid double time: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Easter. Holidays which occur on Saturday shall be observed the previous Friday; holidays which occur on Sunday shall be observed the following Monday, except Easter shall be observed on Easter Sunday.

SHIFT WORK/EXISTING COMMERCIAL

Section 3.06. (a) Alterations, repairs, renovations and maintenance electrical work in operating existing commercial establishments which is performed when the customer's property and premises are closed to the general public, shall be performed at the straight time wage rate established in the Agreement plus a ten percent (10%) premium for each hour worked.

(b) Forty (40) hours work, Monday through Friday, shall constitute the workweek. A thirty (30) minute meal break shall be allowed.

(c) Hours worked in excess of ten (10) hours per day or forty (40) hours per workweek, shall be paid at one and one-half (1 1/2) times the straight time hourly rate set out in this section.

(d) All hours worked in excess of sixty (60) hours per workweek or on Holidays (including Easter) shall be paid at two (2) times the straight time hourly rate set out in this section.

(e) Work performed under this section must be scheduled for a period of at least one week (40 hours) duration.

Section 3.07. (a) The minimum hourly rate of wages shall be as follows:

WAGES

Effective 3/1/02		
Journeyman Wireman		$24.98
Lead Journeyman	105% of JW Rate	$26.23
Foreman	110% of JW Rate	$27.48
Lead Foreman	115% of JW Rate	$28.73
General Foreman	120% of JW Rate	$29.98
Area Foreman	125% of JW Rate	$31.23
Journeyman Wireman		
Cable Splicer	*90 cents above JW Rate*	$25.88

Apprentice Wireman

APPRENTICE SCALE

Effective March 1, 2002, the wage scale for apprentices employed under the terms of this agreement shall be as follows:

	OJT Hours	Related Training	Wage
Unindentured			$ 9.55
1st Year	0-1000	Satisfactory Progress	$11.14
1st Year	1001-2000	1st Year School Complete	$11.14
2nd Year	2001-3500	2nd Year School Complete	$12.21
3rd Year	3501-5000	3rd Year School Complete	$13.00
4th Year	5001-6500	4th Year School Complete	$14.85
5th Year	6501-8000	5th Year School Complete	$18.04

All indentured apprentices, and unindentured are to be listed on the payroll reports along with the journeymen.

FOREMAN BY NAME

Section 3.08. (a) The employer shall have the right to call Foreman by name provided:

(1) The employee has not quit his previous employer within the past two weeks.

(2) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said foreman provided the name appears on the highest priority group.

(3) When an employee is called as a foreman he must remain as a foreman for 1,000 hours or must receive a reduction in force.

NORMAL CREW STRUCTURE

Section 3.08 (b). Employers may call by name 50% of the actual number of journeyman needed from the top 80% of the currently available applicants registered on the out of work list. This shall only apply when requesting two (2) or more employees and will apply only to the even numbered applicants. Should the non-named journeyman be terminated, unless terminated for cause, prior to being employed for 200 work hours, the employer must simultaneously terminate the employment of both the non-named and one named employee. This section does not change any rights the employer has under Section 4.03.

CREW STRUCTURE GENERAL FOREMAN

Section 3.09. The number of supervision personnel, as well as the number of journeymen under supervision, shall be determined by the Employer based upon the following:

4 to 6 Journeyman Wiremen:	1 Lead Journeyman
7 to 10 Journeyman Wiremen:	1 Foreman
11 to 15 Journeyman Wiremen:	1 Lead Foreman

GENERAL FOREMAN

If more than one (1) Lead Foreman is utilized, one (1) must be a General Foreman. After 50 Journeyman Wiremen are employed on a job, a second General Foreman shall be established.

AREA GENERAL FOREMAN

Section 3.10. Area General Foreman. If the employer chooses to designate an area general foreman, the area general foreman may supervise all work through the general foreman, lead foreman, lead journeyman and journeyman.

CHAIN OF COMMAND

Section 3.11. On jobs having a lead journeyman, foreman, lead foreman, general foreman, or area foreman, employees are not to take directions or accept layout of any job from anyone but their immediate supervisor, except in cases of emergency.

ONE FORE-MAN

Section 3.12. No foreman of one job shall at the same time perform work on another job.

CABLE SPLICER

Section 3.13. Cable Splicers. Cable splicing work shall consist, of the following - "splicing pot head and termination of all circuits having a rating of 2300V and above which are lead covered and/or shielded." Each cable splicer shall be assisted by a journeyman wireman when assistance is needed.

Section 3.14. High time on water tanks, steeples, TV or radio towers, smoke stacks and silos, where the electrical work performed extends twenty-five (25) feet above the base of these specified structures, the men who climb these structures while performing work above the twenty-five (25) foot level shall receive a premium of *three dollars ($3) per hour in addition to the regular scheduled rate* of pay. Any work performed above three hundred (300) feet of the above described structures, the men who perform this work shall receive a premium of four dollars ($4) per hour in addition to the regular scheduled rate of pay.

HIGH TIME

Section 3.15. Men performing work on the above structures above twenty-five (25) feet from a spider or bosum chair shall receive a premium of six dollars ($6) per hour in addition to the regular schedule rate of pay.

HIGH TIME +$6

Section 3.16. An additional one dollar ($1) an hour will be paid for working on bar joists, walk logs, exposed steel and swinging scaffolds when the surface the workman stands or sits on exceeds twenty-five (25) feet above solid floor and the workman is subject to free fall. On similar work above fifty (50) feet, a premium of three dollars ($3) per hour will be paid in addition to the regular scheduled rate of pay.

HIGH TIME +$3

Section 3.17. 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 first shift (day shift) shall not necessarily be considered the first shift of the week.

1ST SHIFT WORK

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

2ND SHIFT WORK

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

3RD SHIFT WORK

SHIFT TIME CHANGE

The starting time of the these shifts may be varied not to exceed two (2) hours by mutual agreement.

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.

NO PYRAMIDING

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

TRAVEL TIME

Section 3.18. The Employer shall pay for traveling time plus $6.00 for transportation from shop to job, job to job, and job to shop, within the jurisdiction of the Union, not applicable on initial job assignment. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, board and all other necessary expenses.

REPORTING PAY NO WORK

Section 3.19. When a man is directed to report to a job and does *not start work due to weather conditions, lack of material or other* causes beyond his control he shall receive two (2) hours pay unless notified before 7:00 A.M., provided that he has furnished the Employer with a telephone number where he may be reached for notification. If employee begins to work, he shall be paid not less than three (3) hours.

REPORTING PAY LAYOFF

Section 3.20. Any man reporting for work and being laid-off, not having been notified the day previous of such layoff shall receive not less than three (3) hours wages in order to gather his tools and personal belongings and shall be paid in full immediately. The three hour assessment shall not apply if the employee was absent from the job the previous day. In the event the employee is not paid off, refer to Section 3.03.

8 HOUR LAPSE

Section 3.21. When an employee is required to change his normal shift, there should be at least an eight (8) hour lapse.

FABRICATION

Section 3.22. The fabrication and assembly of all materials or equipment other than standard manufactured items, shall be done whenever practical, by workmen employed under the terms of this Agreement.

Section 3.23. (a) Maintenance work shall be that work assigned by the owner to the contractor which shall include repairs, revitalization and upkeep of the owners property, machinery and equipment within the limits of the owners' facilities. Any work not covered in the above scope shall be governed under the terms of the Inside Agreement.

MAINTENANCE AGREEMENT

(b) *Overtime shall be paid at time and one-half for all hours over* twelve (12) per day or forty (40) per week except holidays shall be at double time rates; all other sections of this agreement shall remain the same.

(c) Any job in process on August 31, 2003, or bid prior to said date, shall be completed under the conditions of Section 3.23 in effect on August 31, 2003. Employers must document such jobs with the Labor Management Committee not later than September 15, 2003 or they forfeit their right to 'grandfather' such jobs.

"SWEETHEARTS"

Section 3.24. No Employer shall enter into any private Agreement for the use of any equipment, vehicle or otherwise belonging to the employee, nor shall he bargain with said employee relative to hours, conditions, wage rates, bonuses, or any other profit sharing arrangement not specified under the terms of this Agreement.

TERMINATION PROCEDURE

Section 3.25. The following procedure shall be used when employees are terminated: An employee shall be given twenty four (24) hours advance notice on a lay-off. If the Employer fails to give such notice, the employee shall receive two (2) hours severance pay and shall be paid in full when he leaves the job.

PAID IN FULL

Section 3.26. An employee terminated for cause by the Employer shall be paid in full by 12:00 P.M. (noon) on the next business day at the office of the Local Union. If an employee is not paid accordingly, he shall be paid in accordance with Article 3.03.

TERMINATION NOTICE

Section 3.27. The employer shall complete a four (4) part termination notice, showing reason for termination. He shall send a copy to the Business Manager's office, retain one copy for his record and give two copies to the employee. Before being referred to a new Employer, the employee shall give one of these copies to the representative of the Business Manager.

Should the Employer fail to give the employee the above described separation notice, the employee shall be entitled to receive up to a maximum of eight (8) hours pay, based upon the applicable straight time rate.

TERMINATION/QUITTING

Section 3.28. Should the employee wish to terminate his employment with the Employer, he shall give the Employer two (2) hours notice. He shall be given two copies of a separation notice showing reasons for termination.

Should the Employer refuse to give the employee the above described separation notice, the employee shall be entitled to receive up to a maximum of eight (8) hours pay based upon the applicable straight time rate.

SAFETY AND COMPANY RULES, FACILITIES

Section 3.29. Safety & Work Rules

(a) All employees shall observe and comply with employer's, the owner's, and/or general contractor's rules including safety and OSHA regulations. The employer will inform himself of such requirements and in turn, inform his work force.

(b) A safety meeting should be held at least once a week on the job or shop, where practical and on company time.

FIRST AID TOILET FACILITIES

(c) Employers shall be responsible for employees having reasonable close access to cool drinking water, toilet facilities, and First Aid Kits.

(d) Two Journeyman shall work together on all energized circuits of 440 volts AC or 250 volts DC or respective higher voltages.

Market Recovery Program

MARKET RECOVERY

Section 3.30. (a) Market Recovery Program - Purpose: To regain and then maintain control of the residential and small commercial construction market. It will also develop a base labor force which will provide a means of producing a competitive composite average hourly rate. Scope of work, wages and benefits and other requirements and conditions shall be contained in an addendum to the Agreement.

(b) The agreement will allow full use of IJ classifications on all electrical work to meet ratios per section 5.12 except for Heavy Industrial and prevailing wage jobs.

Article IV

REFERRAL PROCEDURE

REFERRAL PROCEDURES

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 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.

RIGHT TO REJECT

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.

NO DISCRIMINATION

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, race, creed, sex or national origin, 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.

GROUPS

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.

PROCEDURES BY GROUP

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 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 one year in the last four years in the geographic 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 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.

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 geographic 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: Banks, Barrow, Bartow, Butts, Carroll, Chattooga, Cherokee, Clark, Clayton, Cobb, Coweta, Dawson, DeKalb, Douglas, Elbert, Fayette, Floyd, Forsyth, Fulton, Gwinnett, Habersham, Hall, Haralson, Heard, Henry, Jackson, Lumpkin, Madison, Morgan, Newton, Oconee, Oglethorpe, Paulding, Towns, Pickens, Pike, Polk, Rockdale, Spalding, Troup, Union, Walton, and White counties.

The above geographical area is agreed upon by the parties to

include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

LOCAL RESIDENT

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.

EXAMINATION

Section 4.10. "Examination"- 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.

OUT OF WORK LIST

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".

LESS THAN 40 HOURS

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

REJECTION BY EMPLOYERS

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 his GROUP.

SPECIAL SKILLS

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.

AGE RATIO

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

APPEALS COMMITTEE

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.*

FUNCTION OF APPEALS COMMITTEE

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 Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to *add to, subtract from, or modify any of the provisions of this* Agreement and its decisions shall be in accord with this Agreement.

INSPECTION

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.

POSTING

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.

TRANSFERRING APPRENTICES

SUPERVISOR CUT

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

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

TEMPORARY EMPLOYEE FIRST

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

(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15(a) is required.

SUPERINTENDENT CUT TO JOURNEYMAN

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

Article V

APPRENTICESHIP AND TRAINING

JATC

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 policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency

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

TERM

Section 5.02. All JATC member appointments, reappointment and acceptance of appointments shall be in writing. Each member shall be appointed for a three (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.

JATC DEAD LOCK

Section 5.03. Any issue concerning an apprentice or any 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.

JOINT SUB COMMITTEE

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

TRAINING DIRECTOR

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.

APPRENTICE INDENTURING

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.

APPRENTICE RATIOS

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 apprentice to 3 Journeyman Wiremen normally employed under a collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as 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 if the JATC has fewer indentured apprentices than permitted by its allowable ratio, they shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 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.

OJT HOURS

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

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

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

CONTRIBUTIONS

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 Wiremen or fraction thereof as illustrated below.

RATIO

Number of Journeyman	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.

APPRENTICE SUPERVISION

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 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.

PARTIES SHALL BE BOUND BY

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 3.02 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.

CONTRIBUTION RATE

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 contribution is 1 percent 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 VI
FRINGE BENEFITS

NEBF

Section 6.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due

and owing to the NEBF on the last day of each calendar month, which maybe 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.

PAYMENT DUE

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 6.02. The individual employer shall contribute and forward *monthly to the local Union 613 Health and Welfare Trust* Fund's designated local collection agent an amount equal to twelve percent (12%) of his gross monthly labor payroll, plus any additional amounts as designated by any memorandum between the parties, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the trustees. The payment and payroll report shall be mailed to reach the trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month. Gross labor payroll shall be defined as wages paid for all hours worked.

HEALTH AND WELFARE

Section 6.03. The individual employer shall contribute and forward monthly to the Local Union 613 Pension Trust Fund's designated local collection agent an amount equal to ten percent (10%) of his gross monthly labor payroll, except for apprentices, unindentureds and IJ's less than full rate, which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the trustees. The payment and payroll report shall be mailed to reach the trustees or their designated agent not later than

LOCAL PENSION

fifteen (15) calendar days following the end of each calendar month. Gross labor payroll shall be defined as wages paid for all hours worked.

72 HOUR NOTICE

Section 6.04. (a) Individual employers who fail to remit as provided in Sections 6.02 and 6.03 shall be additionally subject to having this agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the union, provided the individual employer fails to show satisfactory proof that the required payments have been made. If, as a result of violations of this section, it is necessary for the union and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection 6.04 (b) or to defend an action which seeks to vacate such award, the employer shall pay any accountants' and attorneys' fees incurred by the union and/or fund trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

(b) If fringe benefit fund payments are not received by the sixteenth (16th) of the month plus fifteen (15) calendar days, they shall be deemed delinquent.

DELINQUENT PAYMENTS

Any employer who becomes delinquent and any new employer signing a Letter of Assent are required to provide a bond or cash in favor of IBEW Local 613 and its fringe benefit trust funds, in the amount herein set forth, for payment of fringe benefits provided by this Agreement and to maintain same for a period of twenty-four (24) months from the Letter of Assent or date of last delinquency. The value of the bond or amount of cash deposit shall be as follows:

Number of Employees Employed by Employer	Value of the Bond or Cash Deposit
0-5	$ 5,000.00
6-10	$ 10,000.00
11-15	$ 15,000.00
16-more	$ 20,000.00

Article VII

INDUSTRY FUND

Section 7.01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

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

INDUSTRY FUND/NEIF

Article VIII

CREDIT UNION

Section 8.01. The employee may elect after 30 days of employment to have money withheld from their paycheck. The employer shall submit withholding at the same time benefits are due per Article VI Section 6.04. The employee may make changes to the election no more than one (1) time each ninety (90) day period.

CREDIT UNION

Article IX

NATIONAL LABOR-MANAGEMENT COOPERATION FUND

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;

NLMC FUND

(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 accomplishments 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 NLMCC, as provided in said Agreement and Declaration of Trust.

The NLMCC will take effect January 1, 1999.

Each employer shall contribute one cent ($.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Atlanta 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 ($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 X

WORKING DUES CHECK OFF

DUES CHECK OFF

Section 10.01. (a) 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 percentage 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.

(b) All such deductions shall be mailed once per month, along with a suitable payroll report showing the deductions for each *employee, to reach the Board 13 Collection Account Trust not later* than 15 calendar days following the end of the month.

The Union agrees to save the Employer, the Chapter and the Board 13 Collection Account Trust harmless from any action growing out of these deductions and commenced by any employee against them 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. Collection of these working dues is the exclusive responsibility of the Union.

Article XI

LOCAL 613 PAC

LOCAL 613 PAC

The Employer agrees to deduct and transmit to Financial Secretary of the Local Union an amount of $.05 per hour from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by Local 613. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee. The Union agrees to save the Employer and the Chapter harmless from any action growing out of these deductions and commenced by any employee against them 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. Collection of these contributions is the exclusive responsibility of the Union.

Article XII

ADMINISTRATIVE MAINTENANCE FUND

Section 12.01. There is hereby established an Administrative Maintenance Fund. Payment shall constitute a debt due and owing

to the Administrative Maintenance Fund on the last day of each calendar month and shall be mailed with the appropriate payroll report to reach the office of the Administrative Maintenance Fund no later than fifteen (15) 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 Administrative Maintenance Fund as required shall constitute a breach of the current working Agreement. The Administrative Maintenance Fund is administered solely by the Chapter and not the Local Union. Collection of the Administrative Maintenance Fund contribution is the exclusive responsibility of the Chapter.

Section 12.02. Effective January 1, 2001, employers shall contribute 4 cents ($.04) per hour for each hour actually worked including premium and/or overtime hours, for all employees covered by this Agreement, to the Administrative Maintenance Fund, up to a maximum of 150,000 hours per year. These moneys and any investment income earned thereon are for the purpose of administering this Agreement, negotiating this Agreement, handling grievances and all other management duties and responsibilities in this Agreement.

Section 12.03. The Administrative Maintenance Fund shall not be responsible for the enforcement of payments required under this Agreement, except for the $.04 contribution to the Administrative Maintenance Fund. Responsibility for the enforcement of payment of all moneys, except for Administrative Maintenance Fund contributions, shall remain with the respective Funds, the Local Union and the Chapter as the case may be.

Section 12.04. No part of the funds collected hereunder 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 XIII

GEORGIA ELECTRICAL INDUSTRY RECEIVING FUND

Section 13.01. There is herby established a one check payment on all Trust Funds, as well as NEBF, Joint Apprenticeship and

Training Trust Fund, National Labor-Management Cooperative Committee Fund, IBEW assessment, NECA dues and service charges were applicable and the Administrative Maintenance Fund. Payments due and owing to all said Funds shall be made to a Receiving Trust Fund as provided in the Receiving Trust Fund Agreement. This Receiving Trust Fund shall be known as the Board 13 Collection Account Trust and shall act as the designated local collection agent for all said Funds. Payment shall constitute a debt due and owing to the Board 13 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 the Board 13 Collection Account Trust no later than fifteen (15) 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.

Section 13.03. Moneys received by the Receiving Trust Fund will be paid to the respective Trust Funds to include the Joint Apprenticeship and Training Trust Fund, the Local Union 613 Health and Welfare Trust Fund, Local Union 613 Pension Trust Fund, NEBF, the Administrative Maintenance Fund and National Labor-Management Cooperative Committee Fund in accordance with the schedule of the Trust Fund contributions covered under the Agreement; to the Local Union for the amount of assessments; and to the NECA chapter for dues and service charges owed by NECA members.

Section 13.04. The Receiving Fund shall not be responsible for the enforcement of payments required under this agreement, except for the $0.02 contribution to the Receiving Fund. Responsibility for the enforcement of payment of all moneys, except for Receiving Fund contributions, shall remain with the respective funds, the Local Union and the Chapter as the case may be.

Section 13.05. An annual audit/review shall be conducted of the Receiving Fund. A copy of the audit shall be made available to the Local Union or any participating employer upon request.

Section 13.06. No part of the funds collected under the Fund 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 XIV

SUBSTANCE ABUSE

Section 14.01. The dangers and costs which alcohol and other chemical abuse 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 it be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outline in the aforementioned policy.

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.

IN WITNESS WHEREOF: The parties hereto have each executed their signatures by their duly authorized officers this 31st day of August, 2003.

ATLANTA ELECTRICAL CONTRACTORS ASSOCIATION, ATLANTA CHAPTER-NECA, INC.

DAVID M. SOKOLOW, Executive Vice President

JEFF LAKE, President

LOCAL UNION 613, IBEW

LONNIE F. PLOTT, Business Manager

MICHAEL L. BRADEN, President

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Atlanta-Electrical Contractors Association, Atlanta Chapter NECA, Inc. and Local Union No. 613, IBEW.

It shall apply to all Employers who sign or who have signed a Letter of Assent to be bound by the terms of the Inside Labor Agreement (the "Inside Agreement") entered into by and between the Atlanta Electrical Contractors Association, Atlanta Chapter NECA, Inc. and Local Union No. 613, IBEW.

This Memorandum is being entered into at the direction of and pursuant to The Council on Industrial Relations for the Electrical Contracting Industry Decision Number 7421 dated August 11, 2003.

As used hereinafter in this Memorandum, the term "Employer" shall mean an individual firm who has been recognized by an assent to the Inside Agreement.

Now, therefore, the parties agree as follows:

1. For the period from September 1, 2003 through August 31, 2004, only and with identical terms for payment and payroll reporting contained in Article VI, Section 6.02 (a), of the Inside Agreement, the Employer shall contribute the following additional amounts to the Local Union 613 Family Health Plan:

	EFFECTIVE SEPTEMBER 1, 2003	EFFECTIVE MARCH 1, 2004
Journeyman Wireman and above	$0.35	$0.90 (an increase of $0.55)
Apprentices and IJTs	$0.25	$0.25 (no increase)
IJWs	$0.35	$0.60 (an increase of $0.25)

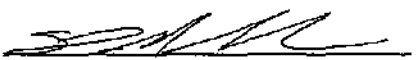
2. This Memorandum shall sunset and become null and void on August 31, 2004.

3. Should any provisions of this Memorandum be declared illegal by any court of competent jurisdiction, such provisions shall

immediately become null and void, leaving the remainder of the Memorandum in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

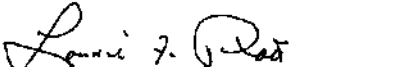
IN WITNESS WHEREOF: The parties hereto have each executed their signatures by their duly authorized officers this 2nd day of September 2003.

ATLANTA ELECTRICAL CONTRACTORS ASSOCIATION, ATLANTA CHAPTER NECA, INC.



DAVID M. SOKOLOW, Executive Vice President

LOCAL UNION 613, IBEW



LONNIE F. PLOTT, Business Manager

NOTES