

## Local 26 Residential Wireman Proposed Changes

**Term: Three years June 1, 2024 through May 31, 2027**

### Monetary Package as follows

Inside Metro and Shenandoah

	Current	6/3/2024	12/2/2024	6/2/2025	6/1/2026	Total Increase
<b>RW Wage Metro</b>	\$35.36	\$36.36	\$37.36	\$39.11	\$40.86	\$5.50
<b>RW Wage Shen</b>	\$24.91	\$25.61	\$26.32	\$27.55	\$28.78	\$3.87
<b>EWTF</b>	\$8.00	\$8.00	\$8.00	\$8.12	\$8.22	\$0.22
<b>NEBF</b>	\$1.06	\$1.09	\$1.12	\$1.17	\$1.23	\$0.17
<b>Pension</b>	\$2.46	\$2.52	\$2.52	\$2.57	\$2.62	\$0.16
<b>IAP (Annuity)</b>	\$1.77	\$1.77	\$1.84	\$2.09	\$2.34	\$0.57
<b>Local LMCC</b>	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.00
<b>National LMCC</b>	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.00
<b>JATC</b>	\$0.72	\$0.72	\$0.72	\$0.72	\$0.73	\$0.01
<b>Holiday</b>	\$1.22	\$1.26	\$1.29	\$1.35	\$1.41	\$0.19
<b>Paid Time Off</b>	\$1.36	\$1.40	\$1.44	\$1.50	\$1.57	\$0.21

	Current	6/3/2024	12/2/2024	6/2/2025	6/1/2026	Total Increase
<b>RE Metro</b>	\$29.49	\$30.32	\$31.16	\$32.62	\$34.08	\$4.59
<b>RE Shenandoah</b>	\$21.30	\$21.90	\$22.50	\$23.56	\$24.61	\$3.31
<b>EWTF</b>	\$8.00	\$8.00	\$8.00	\$8.12	\$8.22	\$0.22
<b>Pension</b>	-	-	-	-	-	-
<b>IAP (Annuity)</b>	\$3.22	\$3.22	\$3.29	\$3.54	\$3.79	\$0.57
<b>Local LMCC</b>	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	\$0.00
<b>National LMCC</b>	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.00
<b>JATC</b>	\$0.72	\$0.72	\$0.72	\$0.72	\$0.73	\$0.01
<b>Holiday</b>	\$1.02	\$1.05	\$1.08	\$1.13	\$1.18	\$0.16
<b>Paid Time Off</b>	\$1.13	\$1.17	\$1.20	\$1.25	\$1.31	\$0.18

## Current

Section 1.01 EFFECTIVE DATE. This Agreement shall take effect June 1, 2021, and shall remain in effect until May 31, 2024, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

## Proposed

Section 1.01 EFFECTIVE DATE. This Agreement shall take effect June 1, 2024, and shall remain in effect until May 31, 2027, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

## Item 3

### Current

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

### Proposed

#### 2.02 Employee Contracting

(a) Employees covered by this Agreement shall not contract for any electrical work, except on behalf of their Employer.

(b) OWNER/OPERATOR. An owner/operator employing ten (10) or less journeymen, who is a journeyman wireman member of the IBEW, may work with tools provided the following conditions are met:

(1) His/her per capita dues are current

(2) He/she is working under the terms of the Inside Agreement

(3) All his/her employees, if any, are working full time

(4) There shall be at least one Journeyman Wireman, called off the book, in addition to the owner operator

(5) All benefits, as listed in this agreement, are paid in accordance with their individual terms.

## Item 4

### NO CURRENT LANGUAGE

### Proposed

#### Section 2.17. WORK FORMS.

The Employer shall submit to the Union office a work form for all jobs covered by this Agreement that will take more than 4000 hours to complete. This form shall be furnished by the Union, shall be completed prior

to mobilization, or performing work, and shall contain the following information: (1) location of the job, (2) class of work - such as new, remodel, etc., (3) approximate starting date.

#### Item 5

##### Current

Section 3.18 TERMINATION SLIP. The Local Union shall furnish to the Employer Termination Slips which shall state the reason for termination. One copy shall be given to the Employee, one copy mailed to the Business Manager's office, one copy retained by the Employer, and one copy sent to the NECA Chapter office. The Termination Slip shall be signed by the job foreman or, when there is no foreman on the job, by the superintendent or other management representative. A \$20.00 payment shall be due an employee who does not receive a termination slip and his final pay at time of termination (layoffs only). If the Employee is considered not eligible for rehire, the completed Termination Slip will indicate that such ineligibility is for six months, for one year, or forever.

##### Proposed

##### Section 3.18 Termination Slips

The Local Union shall furnish to the Employer Termination Slips which shall state the reason for termination. One copy shall be given to the Employee, one copy mailed to the Business Manager's office, one copy retained by the Employer, and one copy sent to the NECA Chapter office. The Termination Slip shall be signed by the job foreman or, when there is no foreman on the job, by the superintendent or other management representative of the Employer. If the Employee is not considered eligible for rehire, the completed termination slip will indicate that such ineligibility is for six months, for one year, or forever. A \$100.00 payment shall be due to an employee who does not receive a termination slip, at time of termination (lay-offs only)

#### Item 7

##### Current

##### Section 3.11 UNION'S RIGHT TO APPOINT STEWARD.

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

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

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

##### Proposed

Section 3.11 UNION'S RIGHT TO APPOINT STEWARD.

The Union has the right to appoint Stewards at any shop and/or job where workers are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. The primary function and job of any worker appointed Steward shall be that of a Journeyman Wireman. The Stewards shall be allowed reasonable time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at any such shop or job. No Steward shall be discriminated against by any Employer because of his faithful performance of duties as a Steward, nor shall any Steward be removed from the job without permission of the Business Manager, except for just cause, until the number of employees on that job is 10 or less and then the Business Manager shall be notified 24 hours in advance.

Item 8

Current

Section 2.10 FOREMAN CALL-OUT BY NAME.

The employer shall have the right to call Foreman by name for referral, provided:

- (a) The employee has not quit his previous employer within the past two weeks.
- (b) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said foreman provided the name appears on the highest priority group.
- (c) When an employee is called as a foreman he must remain as a foreman for 300 hours or must receive a reduction in force.

Proposed

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

- (a) The employee has not quit his previous employer within the past two weeks.
- (b) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said foreman provided the name appears on the highest priority group.
- (c) When an employee is called as a foreman he must remain as a foreman for 500 hours or must receive a reduction in force.

Item 13

Current

Section 3.09 ENERGIZED SYSTEMS.

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

Proposed

Section 3.09 SAFETY MEASURE.

All energized work will be in compliance with NFPA 70E standards.

Item 14,16, 17, 18, 19, 25, 26, 27

## Current

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

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

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

The recognized holidays within this agreement shall be New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. These holidays shall be observed on the same days as holidays by the Federal Government for all Federal Employees. Inauguration Day is not a paid holiday. Paid holidays are applicable for Residential Wiremen who qualify. All hours worked on paid holidays shall be paid at double time and one-half the base rate of pay.

**Wiremen must provide a copy of a current District of Columbia Journeyman license to the Employer prior to the given holiday to be eligible for paid holidays.**

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

The employee will not be penalized for time off for the following circumstances: prior notification to the Employer (before the end of the shift of the day prior to the day missed); death in the immediate family (spouse, mother, father, daughter, son, brother and sister);

disabling job injury; major illness or scheduled time off. Serious, unforeseen circumstances will be dealt with on a case-by-case basis

If an employee meets the above-referenced requirements and an Employer lays an employee off during the two (2) weeks prior to the holiday, the employee is entitled to the paid holiday.

If an employee is hired and had previously been unemployed prior to the two (2) weeks preceding the holiday, the Employer shall pay the employee for that holiday. If an employee is fired for just cause, the Employer does not have to pay the employee for the holiday.

(b) The employer, with twenty-four (24) hours prior notice to the Union, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 5:00 a.m. and 5:00 p.m., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hours must be scheduled. After ten (10) hours in a workday, or forty (40) hours in a work week, overtime shall be paid at a rate of one and one-half times (1-1/2x) the regular rate of pay. When four ten-hour days are worked, neither Saturdays, Sundays, or Holiday specified in this Agreement shall be utilized as a make-up days.

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

- Effective June 7, 2021 - for each hour worked, .027 of an hour.
- Effective December 6, 2021 - for each hour worked, .031 of an hour.
- Effective June 6, 2022 - for each hour worked, .035 of an hour.
- Effective December 5, 2022 - for each hour worked, .039 of an hour.

Hours will accrue until a total of one hundred (100) hours have accrued. At one hundred (100) hours accrued, accrual will stop until total hours are less than one hundred (100), at which point hours will begin to accrue again. Accrued paid leave hours will be utilized in blocks of four (4) hours.

When the employee takes paid time off under this Section, for any reason, he/she must notify the foreman on the job one week before the absence, or as soon as possible after learning of the event. If the foreman is unavailable, the employee will notify the employer's office. If an employee plans to use a week of PTO, they must inform the employer one month in advance of taking the time off.

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

Paid leave hours may not be used without the consent of the employee. Paid leave hours may not go into negative hours.

The employer will provide the employee with his/her paid leave balance weekly, via pay stub or via electronic access.

The parties to this Agreement hereby voluntarily, clearly, expressly, and unambiguously waive, on behalf of all covered employees, the application and requirements of any federal, state or local paid sick and/or safe leave law in its entirety that has been imposed, including but not limited to the Maryland Healthy Working Families Act, the District of Columbia Accrued Sick and Safe Leave Act, and the Montgomery County Earned Sick and Safe Leave Law, for the duration of this Agreement and any period between the expiration of this Agreement and the effective date of a successor collective bargaining agreement.

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

applicable statutory/regulatory paid sick leave requirements.  
Paid leave under this Section will not apply to days recognized as holidays under this Agreement.

Proposed

### Section 3.01

#### (a) REGULAR WORK WEEK FIVE (5) EIGHTS (8)

A regular work week shall be five (5) consecutive days Monday through Friday. Shift start times shall remain for the week.

(1) WORK DAY. Eight (8) hours' work between 5:00 a.m. and 5:00 p.m., Monday through Friday inclusive, shall constitute a normal work day except as stated in Section 5.02(a). Thirty (30) minutes shall be provided for a lunch period.

#### (b) REGULAR WORK WEEK FOUR (4) TENS (10) (optional)

A regular work week shall be Four (4) consecutive days Monday through Thursday or Tuesday through Friday. Shift start times shall remain for the week.

(1) WORK DAY. Ten (10) hours' work between 5:00 a.m. and 5:00 p.m., Monday through Thursday or Tuesday through Friday shall constitute a normal work day. except as stated in Section 5.02(a). Thirty (30) minutes shall be provided for a lunch period.

#### (b) OVERTIME.

All work performed outside the regular scheduled hours, Monday through Friday and all-day Saturday, shall be paid for at one-and-one-half times the regular straight time rate of pay except;

(1) Any hours in excess of sixty hours in an Employer's work week shall be paid at double the straight time rate of pay.

(2) Any hours worked on Sundays and shall be paid at double the straight time rate of pay.

(3) Any hours worked on Recognized holidays shall be paid at double the straight time rate of pay.

(4) On established 5-8 shifts, any hours in excess of 8 hours, in a single day, Monday through Saturday, shall be paid at time and a half (1.5) the rate of pay. Any hours in excess of 10 hours, in a single day (Monday-Friday) shall be paid at the rate of double time.

(5) On established 4-10 shifts, any hours in excess of 10 hours, in a single day, Monday through Thursday or Tuesday through Friday, shall be paid at time and a half (1.5) the rate of pay. Any hours in excess of 12 hours, in a single day shall be paid at the rate of double time.

The employee must work forty (40) hours at the regular standard rate of pay, Monday through Friday, in order to qualify for the overtime rates on Saturday.

This forty (40) hour requirement shall not apply if the employee is available to work during the standard workday but is not assigned such work by the Employer. Saturday hours may be used to complete the forty (40) hours, at the option of the employee, subject to the Employer's determination of availability.

The employee will not be penalized for time off for the following circumstances: use of Paid Time Off (PTO); death in the immediate family (spouse, mother, father, daughter, son, brother and sister); disabling job injury; major illness; apprentice school days; or a holiday recognized in the Agreement. These exceptions shall also apply on a pre-

established work schedule of four (4) days at ten (10) hours. Serious, unforeseen circumstances will be dealt with on a case-by-case basis.

**(c) BREAK PERIOD.**

Employees shall receive a fifteen (15) minute paid rest period in their immediate work area. The timing of the break shall be at the discretion of the Employer on the jobsite. There shall be no skipping of any rest periods in order to leave the job early.

**(d) CHANGE OF SHIFT**

Any change of an established work week, shall commence on Monday (or Tuesday, only in the Tuesday to Friday four tens), with 24-hour notice to the employee's and to the business manager.

All work performed after a mid-week shift change shall be paid at 1.5 times the regular hourly pay until the recognized beginning of the new shift, except that any hours past sixty shall be at 2x the regular rate of pay.

The above shall apply to any hourly shift, from regular shift to shift work swing and night.

**(e) Reporting Time**

Workers shall report at any shop or job in the jurisdiction of this Union at the regular starting time and shall remain at work during the regular work hours, unless otherwise instructed by the Employer. For the purpose of tardiness and absenteeism progressive discipline shall be utilized. Disciplinary documentation shall not be more than three (3) months old if going to next step.

**(f) BUSING.**

On any job that requires an employee park in a designated lot offsite and utilize bus transportation to access the jobsite, the contractor shall be responsible for transportation to the parking area if an employee must leave the jobsite for any reason, which shall constitute the end of shift for that employee.

**(g) HOLIDAYS.** The recognized holidays within this agreement shall be New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. These holidays shall be observed on the same days as holidays by the Federal Government for all Federal Employees. Inauguration Day is not a paid holiday. Journeymen and Apprentices who qualify, as described in this Section, are entitled to paid holidays. In order to eligible for paid holidays, employees must provide licensing as shown below:

- 1) RWI-III and RE: A DC master or Journeyman license **and** a master or Journeyman license from Maryland **or** Virginia. A journeyman may not use an apprentice license to qualify under this section.
- 2) Trainee: An apprentice license from the jurisdiction they are registered in

Paid holidays are to be paid at the employee's normal rate and for the normal shift hours if the holiday is NOT worked.

If an employee works on a recognized holiday the rate of pay shall be double time (2x) the regular rate of pay in addition to the 8 hours of straight pay if possessing the required license.

Fringes are only to be paid if the hours are worked.

The holiday will be paid in the payroll period in which the holiday falls. On jobs where the normal work week is scheduled 5-8's, holiday pay shall be 8 hours of direct wages. On jobs where the normal work week is



scheduled 4-10's, holiday pay shall be 10 hours of direct wages. No fringes are paid on the holiday unless hours are worked.

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

- 3) **OPTIONAL DAY OFF.** Juneteenth will be recognized as an optional day off. Use of PTO is allowed but not required. If an employee does not have sufficient accrued PTO or opts not to use PTO, the absence on Juneteenth will not count against the employee's eligibility for overtime as defined under Section 5.02(a). Employees who choose to work on Juneteenth will be compensated at their regular rate of pay. The holiday rate of pay described in Section 5.02(b) will not apply to Juneteenth.

#### **(h) PAID TIME OFF.**

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

- Effective **June 3, 2024** - for each hour worked, .039 of an hour.

Hours will accrue until a total of **one hundred and twenty (120)** hours have accrued. At one hundred hours accrued, accrual will stop until total hours are less than one hundred and twenty (120), at which hours will begin to accrue again.

Accrued paid leave hours will be utilized in blocks of one (1) hour increments with a minimum of 4 hours in a day.

**When the employee takes paid time off under this Section, for any reason, he/she must notify the foreman on the job prior to the beginning of the shift.** If the foreman is unavailable, the employee will notify the employer's office. If an employee plans to use a week of PTO, they must inform the employer one (1) month in advance of taking the time off. **Illness or family issues shall require notice to the foreman or company official prior to the start of the shift.**

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

Paid leave hours may not be used without the consent of the employee. Paid leave hours may not go into negative hours.

The employer will provide the employee with his/her paid leave balance weekly, via pay stub or via electronic access.

#### **Item 31**

Current

Section 3.05 REGULAR PAY.

**(a)** Wages shall be paid weekly in cash or by a check, drawn on a bank or financial institution operating within the jurisdiction of this Agreement, no more than five (5) calendar days after the end of the Employer's payroll period. If the Employer elects to use a delivery service, the delivery date of the paycheck to the Employee shall not be later than the contractor's designated payday. In accordance with applicable law, the Employer may pay employees by way of direct deposit of wages on a weekly basis to the bank or financial institution of the Employee's choice, in which case, pay stubs will be provided to employees within the referenced 5-day period. If an Employee does not have an account at a bank or other financial institution within the jurisdiction of this Agreement, the Employee shall

be entitled to receive payment by check in accordance with the timing requirements set forth above. The optional manner of payment, once adopted by the Employer, may not be changed except upon advance notification to the Employees and the Union.

**(b)** Any Employee who voluntarily quits may be paid on the next regularly scheduled payday. Any Employee laid off or discharged shall be paid his wages immediately, unless the reason for discharge is of such an extreme reason that the Employee's continued presence and payment are unreasonable. A \$20.00 payment shall be due an employee who does not receive a termination slip and his final pay at time of termination (layoffs only).

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

**(d)** Wage Payment. If an employee, through no fault of their own, is not paid for all hours worked by payday (by Friday of the week following the hours worked), the company shall pay a fifty (\$50.00) dollar stipend for each calendar day the pay is late – with a max of two hundred and fifty (\$250.00) dollars. After the employer is notified of the discrepancy, the employer will have three (3) business days to investigate, verify and correct the issue. If a paycheck is postmarked by the Tuesday of the week, it is owed and, through no fault of the employer, the check is not delivered by the payday, the contractor will not be held to pay the fifty (\$50.00) dollar stipend.

Proposed

#### Section 3.05 REGULAR PAY.

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

**(b)** **FINAL PAYCHECK.** Any employee that receives a reduction in force shall receive all wages and accrued PTO at the time of the layoff.

Any employee that is terminated for cause shall receive all wages and accrued PTO at the time of termination, unless the reason for termination requires immediate removal from the jobsite, then they shall receive wages and PTO on the next scheduled payday.

Any employee that voluntarily quits shall receive all wages and accrued PTO on the next scheduled pay day.

#### **(c)** **Dishonored checks**

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

(d) **PROMPT PAYMENT.** In the event an employee, through no fault of their own, is not paid for all hours worked by payday (Friday of the week following the hours worked), that employee shall notify the employer.

After the employer is notified of the issue, the employer shall have three (3) business days to correct the issue.

Beginning on the fourth (4th) day (after notification), if the issue is not corrected, the employee shall receive a stipend of fifty (\$50.00) dollars per calendar day for each day the pay is late – with a max of two hundred and fifty (\$250.00) dollars.

If a paycheck is postmarked by the Tuesday of the week it is owed, and through no fault of the employer, the check is not delivered by the payday, the contractor will not be held to pay the fifty (\$50.00) dollar stipend.

No change in intent Clarification only

Item 21

Current

Section 3.17 JOBSITE CONDITIONS. The Employer shall insure that on all job sites, safe, cooled drinking water is provided at all times, and that supplies to clean and wipe hands in a sanitary manner are provided.

Proposed

Section 3.17 JOBSITE CONDITIONS

(a) GENERAL. The Employer shall insure that on all job sites safe, cooled drinking water is provided at all times, and that supplies to clean and wipe hands in a sanitary manner are provided.

(b) SANITARY FACILITIES. The Employer shall make every effort to ensure sanitary conditions of the portable restroom on the jobsite. When the maintenance of the facilities is beyond the control of the employer, the employer should act as a liaison between the facilities provider and the employees to ensure sanitation.

Item 24

Current

Section 3.21 RIF SEPARATION FOR UNACCEPTABLE NEW SCHEDULE. Employees who are offered a new work schedule whose start time varies by four (4) hours or more from the start time of

the job on which they are working will be allowed to decline the schedule change (before beginning work under the new schedule) and shall receive a reduction-in-force separation.

Proposed

Section 3.21 RIF SEPARATION FOR UNACCEPTABLE NEW SCHEDULE

**(a) UNACCEPTABLE NEW SCHEDULE.**

Employees who are offered a new work schedule whose start time varies by four (4) hours or more from the start time of the job on which they are working will be allowed to decline the schedule change (before beginning work under the new schedule) and shall receive a reduction-in-force separation.

**(b) UNACCEPTABLE TRANSFER**

If an employer transfers an employee from one job to another, the employee shall have the right to demand a RIF. If the employee utilizes this right reverse layoff shall not apply. Application of this article shall be in writing.

**Item 37**

Market Recovery Extend to end of contract

**Item 38**

Separability Clause inserted Category 1 Language

## **Voting instructions and PIN**

- Go to <http://trueballot.com/0302401.aspx>
- Enter PIN provided on the postcard you received in the mail.
  - After you submit your vote, it will be made anonymous and you will be recorded as having voted.
- You may vote in this election from May 13, 2024 and will end on May 20, 2024 at 12:00 pm EST

**IF YOU HAVE ANY QUESTIONS ABOUT THE VOTING PROCESS, CALL LOCAL 26 BUSINESS AGENT KYLE COCHRAN AT 301-918-8834**