

INSIDE COLLECTIVE BARGAINING AGREEMENT



Between
Southwest Washington NECA
And
IBEW Local Union #76

Effective
September 1, 2017 - August 31, 2021

INDEX OF ARTICLES

ARTICLE	PAGE
I Effective Date, Term, Changes, Disputes	3
II Union Rights, Management Rights	5
III Referral Procedure,	8
IV Union Recognition, Maintenance of Membership	11
V Apprenticeship and Training	11
VI Working Rules	14
VII Travel, Free Zones, Reimbursement	23
VIII Wages and Fringe Benefits, LMCC/Marketing Trust	25

SUMMARY OF CONTENTS	PAGE
Apprenticeship and Training (J.A.T.C.)	11
Drugs/Alcohol/Substance abuse	23
Employer Qualifications	7
Fringe Benefits:	
N.E.B.F.	28
Pensions	28
Health and Welfare	28
Fringe Benefit Bond Requirement	31
Foreman Clause	21
Grievance-Dispute Procedure	4
Hazardous Work - High Time	20
Hiring - Referral	8
Holidays	17
Hours of Work	14
Lay-off/Discharge Notification	20
Meal Periods	14
Overtime	16
Payday	21
Payroll Savings Deduction	28
Quality Work Standard	19
Safety	20
Shift Work	14
Show up Pay	16
Steward Clause	6
Subsistence	23
Tools Required	17
Tool Shed and Shelter	19
Travel Clause	23
Traveling Employers - Portability	7
Union Recognition	11
Union Working Dues	28
Wages	26

COLLECTIVE BARGAINING AGREEMENT

Agreement by and between the Southwest Washington Chapter, Inc., National Electrical Contractors Association, Inc., and Local Union No. 76, International Brotherhood of Electrical Workers.

It shall apply to all firms who sign a letter of assent to be bound by this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Southwest Washington Chapter, N.E.C.A. and the term "Union" shall mean Local Union No. 76, IBEW.

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

APPLICATION OF AGREEMENT

This Agreement shall apply to all employers and their employees performing all electrical work under its terms and conditions within the jurisdiction of Local Union No. 76, IBEW.

Electrical work as covered by this Agreement shall include the handling of all related materials and equipment from the first point of delivery at the job site through final installation, subject to any agreements between the IBEW and any other Union.

CHANGING OF JURISDICTION

The International President of the I.B.E.W. reserves the right at any time to change the jurisdiction of Local Union No. 76, IBEW.

BASIC PRINCIPLES

The parties hereto have a common and sympathetic interest in the electrical industry. Therefore, a working system and harmonious relations are necessary to improve relationships between the Employer, Union and public. Progress in industry demands a mutuality of confidence between the Employers and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods.

ARTICLE I

EFFECTIVE DATE - TERMINATION – AMENDMENTS - DISPUTES

SECTION 1.01. This Agreement shall take effect September 1, 2017 and shall remain in effect until August 31, 2021 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the first day of September, through the thirty- first day of August of each year, unless changed or terminated in the way provided herein.

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.

(E). When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(F). Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

SECTION 1.03. 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.

GRIEVANCES - DISPUTES

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.

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.

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

SECTION 1.07. All matters coming before the Labor-Management Committee shall be decided by 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.

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.

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 matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II

UNION RIGHTS - MANAGEMENT RIGHTS

SECTION 2.01. The Union understands the Employer is responsible to perform work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in this Agreement in: Planning, directing and controlling the operation of all his work, deciding the number and kind of employees to properly perform the work, hiring and laying off employees, transferring employees from job to job within the Local Union's geographical jurisdiction, determining the need and number as well as the person who will act as Foreman, requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, requiring all employees to observe all safety regulations, and discharging employees for proper cause.

SECTION 2.02. No applicant or employee while remaining subject to employment by Employers operating under this Agreement shall be recognized as a contractor for the performance of any electrical work.

SECTION 2.03. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

SECTION 2.04. The policy of the members of the Union is to promote the use of material and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the IBEW.

SECTION 2.05. There shall be no restriction of the use of labor saving machinery or equipment on the job. Any such machinery or equipment shall be operated by employees employed under the terms of this Agreement and in accordance with all certifications required by State and Federal Law.

SECTION 2.06. The representative of the Union shall be allowed access to any shop or job at any reasonable time where employees are employed under the terms of this Agreement.

SECTION 2.07. This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs. No removal shall take place until notice is first given to the Employer involved.

When such a removal takes place, the Union, or its representatives, shall direct the employees on such jobs to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out these provisions, but only when a safe place is provided for by the Employer.

SECTION 2.08. If any stoppage of work, slowdown or strike occurs, the Union shall take affirmative action, after notice is received from the Employer to induce employees engaged in such action, in violation of this Agreement, to return to work. The Union, its officers or representatives, shall not be held responsible for any strike, work stoppage or slowdown which the Union, its officers or representatives shall have expressly forbidden or declared in violation hereof.

SECTION 2.09. Local Union No. 76 is a part of the IBEW 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 violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its local unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other local union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this 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.

SECTION 2.10. Stewards shall be appointed by the Business Manager of the Union and the Employer so notified. Foremen shall not be appointed as Stewards.

(A). Stewards shall be allowed access to all places where employees are employed under the terms of this Agreement.

(B). Stewards shall be allowed reasonable time during working hours to perform their normal duties and the Union agrees such duties shall be performed as expeditiously as possible.

(C). Stewards shall be afforded first opportunity to work overtime when their Employer is required to utilize more than one employee on overtime and other crafts are employed on the project/job.

(D). Stewards shall not suffer discrimination and/or termination because of the performance of their assigned duties. Any questions and/or dispute arising due to Stewards' assigned duties shall be handled pursuant to the grievance/dispute section of this Agreement.

(E). Stewards shall only be terminated for due cause, stated in writing in such manner as to avoid

unwarranted dispute and only after 24 hours prior notice to the Union of intended termination.

EXCEPTION: In the course of a normal employee reduction in force, termination of a steward shall be done in a manner mutually acceptable to the Union and the Employer.

(F). Stewards shall not cause or participate in a slowdown or work stoppage for any reason and in no instance, shall Stewards perform work which is not assigned to their Employer.

(G). Stewards are expected to promote employee/Employer harmony and mutual understanding in addition to the following duties.

(1). Checking of referral slips of all applicants for employment, prior to employment.

(2). Be informed by the Employer of all terminations for the purpose of determining if such terminations were issued in proper order and form.

(3). Report alleged Agreement violations to the Employer and the Business Manager of the Union.

(4). Assist in obtaining compliance with the Agreement by employees.

(5). Protect the rights of employees as well as the interests of the IBEW.

(6). Investigate jurisdictional problems: Attempt briefly in conjunction with the Employer to correct work assignments; report jurisdictional problems requiring further efforts to the Union.

SECTION 2.11. No individual, firm or corporation shall be considered qualified to become an electrical contractor unless it possesses the following requirements:

(A). Principal business is that of electrical contracting.

(B). Have suitable financial status to meet payroll requirements.

(C). Place of business and/or shop with a business telephone open to the public during normal business hours.

(D). Employ not less than one Journeyman Wireman, when electrical work is performed.

(E). Provide Washington State Worker's Compensation Insurance, Washington State Unemployment Compensation, Social Security payments, and/or protective insurance as may be required by law. Satisfactory proof of such payments shall be established with the Union.

SECTION 2.12. No member of any firm signatory to this Agreement shall perform any manual electrical work, with the following exceptions:

(A). One person with substantial ownership may work when employing less than three employees.

(B). Temporary repair or adjustment where an emergency exists involving a hazard to life or property.

SECTION 2.13. An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

(A). An Employer not previously working under the terms of this Agreement must meet with the authorized agent of the Union to discuss and review the terms and conditions of this Agreement. It is

agreed such Employer shall not call for applicants for employment, nor will it be deemed a violation of this Agreement for the Union to refuse referral of applicants until after the aforementioned meeting is conducted.

SECTION 2.14. Grievances shall not be recognized unless called to the attention of either party within 30 calendar days after the alleged violations occurred or the grievant became aware of the alleged violation, but not to exceed 180 days from alleged violation. A standard Labor-Management grievance form shall be used to initiate all grievances.

(A). The Employer shall not dismiss or otherwise discriminate against any employee for issuing a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement.

SECTION 2.15. On all jobs requiring five or more Journeyman Wiremen, at least every fifth Journeyman, if available, shall be 50 years of age or older.

ARTICLE III

REFERRAL PROCEDURE - EMPLOYMENT

SECTION 3.01. In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

(A). The Union shall be the sole and exclusive source of referral of applicants for employment.

(B). The Employer shall have the right to reject any applicant for employment.

SECTION 3.02. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedures.

SECTION 3.03. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Applicants for employment shall be registered in the highest priority Group for which they qualify.

JOURNEYMAN WIREMAN - JOURNEYMAN TECHNICIAN

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

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

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

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

SECTION 3.04. If the registration list is exhausted and the 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".

(A). The Employer shall notify the Business Manager promptly of the names and social security numbers of "temporary employees" and shall replace "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

SECTION 3.05. (A). "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: Grays Harbor County; Lewis County, Mason County; Pacific County; Pierce County; and Thurston County; of the State of Washington.

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

(B). "Resident" means a person who has maintained a 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 a permanent home.

(C) 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 IBEW Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

SECTION 3.06. The Union shall maintain an "Out of Work" list which shall list applicants within each Group in chronological order of the dates they register their availability for employment.

SECTION 3.07 An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

SECTION 3.08. An applicant who has registered on the Available for Work List must renew his application every 30 days or his name will be removed from the List.

SECTION 3.09. 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 their appropriate place within their GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

SECTION 3.10 An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within two weeks, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

SECTION 3.11 The only exceptions which shall be allowed in this order of referral are as follows:

(A). When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills

and abilities.

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

SECTION 3.12. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public member appointed by both these members.

(A). 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 Union of Section 2 through 12 of this Article. 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 Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but not authorized to add to, subtract from, or modify any provisions of this Agreement. Its decisions shall be in accord with this Agreement.

SECTION 3.13. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

SECTION 3.14. A copy of the referral procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Union and in the offices of the Employers who are parties to this Agreement.

SECTION 3.15. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

ARTICLE IV

UNION RECOGNITION – MAINTENANCE OF MEMBERSHIP

SECTION 4.01. The Union claims, and the Employer acknowledges and agrees, that a majority of the Employer's employees employed on work covered by this Agreement has authorized the Union to represent them in collective bargaining. The Employer agrees to recognize, and does hereby recognize, the Union as the exclusive collective bargaining agent (pursuant to Section 9 of the NLRA as amended, 29 U.S.C. Section 159) for all employees performing electrical work on all present and future job sites within the jurisdiction of the Union.

All employees covered by this Agreement who are members of the Union, on the effective date of this Agreement, shall as a condition of employment, maintain their membership in the Union during the term of this Agreement, and all employees who become members of the Union shall, as a condition of employment maintain their membership in the Union during the term of this Agreement from and after the eighth day following their employment or the effective date of this Agreement, whichever is later.

If a member of the Union fails to maintain his membership in accordance with the provisions of this paragraph, the Union shall notify the employer in writing, and such notice shall constitute a request to the Employer to terminate said employee within 48 hours (Saturdays, Sundays and holidays excluded) for failure to maintain continuous good standing in the Union in accordance with this paragraph.

ARTICLE V

APPRENTICESHIP AND TRAINING

SECTION 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower

needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

SECTION 5.09. Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

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

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

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

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

SECTION 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. See Appendix A.

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

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

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

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

SECTION 5.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this agreement.

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

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

SECTION 5.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is outlined in Article VIII, Section 1. 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

WORKING RULES

SECTION 6.01. A workday shall be eight hours consecutive between the hours of 6:00 A.M. and 6:30 pm, with a thirty-minute meal period on the employee's own time. Meal period shall be within five hours of shift start regardless if shift includes overtime hours. Meal periods shall be scheduled at the beginning of a project and shall only be changed by mutual consent. A workweek shall consist of 40 hours within Monday through Friday.

SECTION 6.02. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

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

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

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

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

(B). Due to tides, ordinances, customer preferences and/or other circumstances not totally within Labor/Management control, the following conditions shall apply:

(1). An irregular shift of not less than three consecutive days may be established by the Employer and worked on any one project.

(2). Irregular working hours, for one full shift or longer, may be established by the Employer and worked on any occupied office or store which is open for regular and routine business.

(3). Irregular shifts/working hours shall be eight consecutive hours less a 30-minute meal period at the mid-point of the shift.

(C). Employees required to work "irregular" shifts/working hours shall be paid per the following:

(1). 6:00 A.M. to 6:00 P.M.: Eight hours at the regular hourly rate plus ten percent for seven and one-half hours worked.

(2). 6:00 P.M. to 6:00 A.M.: Eight hours at the regular hourly rate plus fifteen percent for seven and one-half hours worked.

(3). Should any shift involve an "overlap" of hours indicated above, employees on such shift shall receive eight hours at the regular hourly rate plus twelve and one-half percent for seven and one-half hours worked.

(4). All overtime work required in excess of irregular shifts/working hours and on Saturdays (excluding Sundays and holidays) shall be paid at one and one-half times the "shift" hourly rate.

(D). The Employer shall notify the Union prior to establishment of any irregular shifts/working hours.

(E). A shift work week, multi- and/or irregular, shall be between the hours of 12:30 A.M., Monday through 12:30 A.M., Saturday.

(F). A work week of four consecutive ten-hour days, Monday through Friday may be established by the Employer and worked with crew approval, as long as the Union is notified. Work after ten hours on any day of a four-day work week will be paid at double time. Overtime after a ten-hour shift is voluntary and refusal to work it is not cause for discharge. (All other overtime provisions of the contract remain unchanged.)

SECTION 6.03. Employees ordered and reporting for work, but not put to work, unless notified at least one hour prior to established starting time, shall be paid two hours. If put to work and work less than two hours, employees shall be paid two hours. If employees work more than two hours, they shall be paid for four hours. If employees work more than four hours, they shall be paid for actual hours worked. All payments shall be at applicable rates.

(A). Employees who voluntarily quit, lay off, or are discharged for cause shall be paid for actual hours worked.

(B). This Section shall not pertain to work of a service call nature or life/property endangering emergencies, under which circumstances employees shall be paid for actual hours employed.

SECTION 6.04. Employees required to work in excess of established working hours, during meal periods, and on Saturdays, shall receive one and one-half times the straight time hourly rate of pay.

The first two hours of overtime, Monday through Friday, and the first ten hours on Saturday shall be paid at time and one half. All other overtime, including Sundays and Holidays, shall be paid at double time.

Employers intending to institute "overtime" work on Sundays/holidays shall notify the Union.

(A). Employees required to work during established meal periods shall be granted, on their own time, a 30-minute meal period as soon as practical thereafter.

(B). Overtime preference shall be given to employees on the job before others are allowed to perform such work, except where specialized work is required and there are not sufficient numbers of "specialty" employees employed on the job.

(C). Employees not notified of overtime before the completion of the previous day shift prior to commencement of overtime shall reserve the right to refuse such work provided replacement employees on the job are readily available.

(D). Employees required to work longer than ten hours shall be allowed an additional thirty-minute unpaid

meal period at that time (10 hours) and additional thirty-minute unpaid meal periods at four-hour intervals thereafter, provided work is scheduled to continue after the meal period.

(1). If employees have not been notified in advance (the day previous) of scheduled overtime, the Employers, at their expense, shall provide employees meals, hot, if available within 15 road miles of the job/project. Employees notified in advance shall furnish their own meals as required.

(2). If no meal is provided at the required meal periods all work shall cease and the employees shall be allowed sufficient time, on the Employer's time, to partake in a meal before returning to work.

Should job site conditions not allow a total cessation of work, a variation of the meal requirements will be allowed provided it is mutually agreeable between the Employer and the employees.

(E). No work shall be performed on Labor Day except for the protection of life or property.

(F). Employees required to work without eight hours off from the end of their last shift shall be considered on overtime and paid at one and one-half times the straight time hourly rate of pay until the eight hours off time is accomplished.

SECTION 6.05. The following holidays (or any holiday recognized by a Building and Construction Trades Council within the jurisdiction of the Union) shall be observed: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

(A). Should any holiday fall on a Sunday, the following Monday shall be observed.

(B). Should any holiday fall on a Saturday, the preceding Friday shall be observed.

SECTION 6.06. Employees required to report to an Employer's shop, offices, supply house, change shack or field headquarters, shall not leave such point earlier than the established starting time nor return later than the established quitting time unless overtime rates are paid.

(A). Should employee time-recording gates and/or areas be established, employees shall clear such point no later than the established quitting time, unless overtime rates are paid.

(1). If employee parking is in excess of 500 yards from the point as indicated in "A" above, the Employer shall provide transportation to and from the designated parking area to and from said point.

SECTION 6.07. Employees shall be required as a condition of employment to provide and maintain in good condition a kit of tools consisting of one each (except where otherwise indicated) of the following:

Basic Tool List

- *1 pair side cutting pliers
- *1 pair diagonal cutting pliers
- *1 claw hammer
- *2 pair Channel Lock pliers (420/430 or equal)
- 1 small-tip flat screwdriver
- *1 medium-tip screwdriver
- 1 large-tip screwdriver
- 1 knife
- 2 stubby screwdrivers - flat & Phillips
- *1 Phillips screwdriver
- 1 torpedo level
- 1 center punch or awl
- *1 10" adjustable wrench (Crescent or equal)
- 1 pair long nose pliers
- *1 tool container (pouch, box, bucket, bag, etc.)
- *1 steel tape measure (12' minimum)
- *1 hacksaw frame (adjustable)
- *1 wire stripper
- *1 UL approved Wiggins type or electronic/digital type voltage tester
- 1 set Allen wrenches (1 each - 3/8", 5/16", 1/4")

- 1 set nut drivers (or 1/4" drive socket set)
- 1 pair general work gloves (excludes specialty types)
- 1 set combination wrenches (3/8", 7/16", 1/2", 9/16")
- 1 Current Code Book

* Only these items need be supplied by first and second period apprentices.

No employee shall furnish the following:

- Vices of any kind
- Pipe wrenches
- Crescent wrenches larger than 10 inches
- Channel locks larger than 440
- Pipe threading equipment of any kind
- Hickeys or bending tools including smart levels and protractors
- Thin-wall crimpers of all sizes
- Drop cloths
- Fish tape of any length
- Socket sets larger than ¼ inch drive
- Drill bits of any kind
- Wire or cable pulling equipment other than hand tape grips
- Electric drills or power tools of any type except battery operated screwdriver
- Any hole cutting punches or saws of any size
- Meters or tester other than Wiggins type or electronic/digital type voltage tester
- Hard hats and suspension liners shall be furnished by the Employer when required under
- Washington state safety code
- Safety equipment
- Wire crimpers other than single handed operation
- Cable cutters larger than #6 other than single handed cutters

(A). Employees, at their discretion, may provide additional tools not listed, provided said tools do not exceed fifty dollars in value or fourteen inches in length.

(B). Employees shall not be permitted to convey in any manner Employer's tools and/or equipment with exception to the following:

Hack saw blades (2)	K.O. punches (set of 1 1/4")
Wood & masonry bits (2)	AMP/OHM meters (1)
Steel bits (set of 1/2")	1/4" drill motor (1)
Hard Hat	Applicable code data

(C). Employers shall furnish all other necessary tools and equipment; to specifically include hard hats, welding leathers.

(D). Employees will be held responsible for preservation in good condition, loss, damage, destruction, carelessness and neglect of tools and equipment issued them, provided the Employer furnishes necessary security measures.

(E). No member of the Union shall rent, lease or in any manner supply any personal tools, or vehicles to any Employer signatory to this Agreement, except as provided herein.

(F). When storage facilities are available and designated for the storage of Company owned tools, a storage facility must also be designated for the storage of Employee owned tools. Company owned tools and Employee owned tools can be stored in the same storage facility.

The Employer shall only be held responsible for the replacement of Employee tools lost from a designated storage facility if the loss is due to obvious "break-in", fire or vandalism, outside normal working hours.

The LMCC shall purchase a number of replacement tool kits that include all the tools designated on the Inside Agreement tool list (including a toolbox or tool bag). An itemized receipt will be presented to the LMCC for final approval. In the event of "break-in", fire or vandalism that results. In the loss of Employee owned tools, the Employer shall contact either the Local Union office or the NECA office and request a sufficient number of replacement tools kits, which will be delivered to the jobsite as quickly as possible. The cost of replacement

tool kits shall be shared equally by the Employer, the LMCC and the Union. On jobsites where the delivery of replacement tool kits is impractical, the Employer shall cause the lost tools to be replaced and the cost shall be shared equally by the Employer, the LMCC and the Local Union. Note: Tool Kits will be distributed by Southwest Washington NECA.

SECTION 6.08. Journeymen and Apprentices shall install all electrical work in a safe and workmanlike manner, as directed by the employer's representative and in accord with applicable code and contract specifications.

Damages caused by negligence, incompetence or improper workmanship shall be subject to Labor-Management Committee for reference to applicable training in the necessary field of fault. Employers shall notify the Labor-Management Committee when the employee no longer works for the Employer, and the Labor-Management Committee assumes responsibility for the enforcement of training.

SECTION 6.09. All conduit work shall be performed on the job with exception to; manufactured articles stocked and offered for sale by manufacturers, suppliers, or distributors, to include standard nipples and custom manufactured articles requiring the use of special machinery and/or equipment for the purpose of making precision bends, offsets and nipples.

Work that can be performed off the job, at the Employer's discretion, such as prefabrication of materials, will be allowed provided such work is performed by bargaining unit employees, within the terms of this Agreement and the geographical jurisdiction of the Union.

SECTION 6.10. Employers shall have mutually suitable identification on all vehicles and projects where a job shack is required.

SECTION 6.11. Should an Employer establish sheds, dry shacks, and/or field headquarters on a job site, the location and welfare of employees utilizing said facility shall meet with the approval of the authorized Union Representative.

(A). Employers shall provide warm, dry change and eating areas or shacks, of adequate size, when weather and/or working conditions prevail.

(1). Such accommodations shall be provided with adequate light, heat, tables and seating. They shall be utilized solely for the purpose described herein, located as close as practical to the work and not used for the storage of Employers' materials, tools, and/or equipment, unless otherwise mutually agreed.

SECTION 6.12. Tools, equipment and work areas shall conform with Washington Industrial Safety and Health Act standards, rules and regulations. No employee shall suffer discrimination for refusing to use equipment or work in areas if reasonable evidence is produced that such equipment and/or area will be declared unsafe by the WISHA. Union representatives shall have the right to require employees to refrain from utilizing equipment or working in areas until approved as safe by the WISHA personnel.

(A). On energized circuits or equipment of 400V (or more) that cannot be de-energized, a Journeyman Wireman must work in company with another Journeyman Wireman.

(B). Work performed in a bucket truck in excess of sixty feet, as a safety measure, shall require a minimum of one employee on the ground, and a minimum of one employee in the bucket and/or manlift.

(C). On any job where workmen are exposed to radioactive materials and/or radiation in excess of one tenth of the maximum permissible limits (MPL) as established by the International Commission of Radiation Protection, the Employer shall employ a qualified Radiation Monitor. Such radiation monitors shall maintain permanent and accurate time checks on all workmen entering and leaving such zones, including radiation dosages of all personnel emerging from the radiation zones, and shall also be in

charge of any decontamination of the personnel, their tools, materials or equipment. The radiation monitor shall report to and be subject to the supervising electricians on the job. The compensation for such work performed shall be paid for at the established hourly rate of pay as provided in this Agreement for the classification of Journeyman Technician.

(D). The Employer shall not refuse to re-employ, upon recovery, any employee suffering an on-the-job accident/injury, provided that work is available at the time of recovery.

SECTION 6.13. Employees performing work as defined in this Section shall receive premium payments as indicated:

(A). Work required over fifty feet above ground floor or supporting structure where safe scaffolding is not practical; or at any elevation above water/tidelands from a swinging scaffold or boatswain's chair, shall be paid for at one and one-half times the established straight time hourly rate of pay, exclusive of any premium payments.

(B). Work performed in areas that contain harmful dusts, fogs, fumes, gases or vapor that cannot be controlled to prevent atmospheric contamination, requiring employee use of gas masks, canister/filter type respirators or functionally similar respiratory protection devices, shall be paid for at the established straight time hourly rate of pay plus twenty percent.

(C). Work required on tunnel construction, other than the open cut method, shall be paid for, while in the tunnel, at the established straight time hourly rate of pay plus ten percent.

(1). For such work under air pressure the following schedule shall apply:

1 to 18 PSI - Eight hours applicable pay, for six hours worked.

18 to 26 PSI - Eight hours applicable pay, for four hours worked.

26 to 33 PSI - Eight hours applicable pay, for three and one-half hours worked.

33 to 38 PSI - Eight hours applicable pay, for three hours worked.

(D). For work performed under this Section, employees shall receive not less than a minimum of one hour. Any additional fraction of one-half hour shall be paid as one-half hour.

(E). Two and one-half times the established straight time hourly rate of pay, exclusive of any premium payments, shall be maximum compensation for any hour of work performed under this Section.

(F). Specialty applicants called out as welders shall be paid at 10% above journeyman scale. Other employees performing welding duties in excess of two hours per day shall be paid at 10% above journeyman scale for actual hours spent welding.

SECTION 6.14. On all jobs requiring three employees, one shall be designated "Leadman" to be paid at five percent above the highest paid Journeyman Wireman classification on the job site. "Leadmen" will not be required on jobs where a Foreman is employed. On all jobs requiring six employees, one shall be designated "Foreman" to be paid at ten percent above the highest paid Journeyman Wireman classification on the job site. Leadmen and Foremen shall be permitted to work with the tools at the Employer's discretion. Foremen shall not supervise more than ten employees nor more than one job.

EXCEPTION: Foremen shall be permitted to supervise more than one job when the total aggregate of employees is less than six.

When two Foremen and twenty employees are required on a job, a General Foreman shall be established and paid twenty percent above the highest paid Journeyman Wireman classification on the job site.

SECTION 6.15. Employee wage, travel, subsistence and/or other applicable payments shall be made weekly

in negotiable form on a day established by the Employer and submitted in writing to the Union Not more than five regular working days' wages may be withheld at any time. EXCEPTION: For projects defined under Article VII, Section 8, Friday shall be the established payday and not more than five regular working days' wages may be withheld (including the day of payment). For the purpose of this section, "negotiable form" is defined as: A check drawn on or capable of being cashed at a multi-branch financial institution located within the geographical jurisdiction of IBEW Local 76.

(A). If mutually agreeable between the Employee and the Employer, Employee wage, travel, subsistence and / or other applicable payments may be made via electronic transfer. Should payment be made via electronic transfer, the Employer shall be permitted to provide an electronic statement of earnings and deductions for each payroll period. It is agreed and understood that electronic transfer is voluntary and refusal to accept payment via electronic transfer shall not be cause for discipline and/or termination. If a "Paper Check" is requested, the Employer shall provide a printed statement of earnings and deductions for each payroll period.

(B). If employees are not paid prior to quitting time they shall be allowed sufficient time on the Employer's time, to reach the Employer's shop or applicable pay station before the close of working hours where such payment can be made.

(C). Employees being laid off due to a reduction in force shall be notified at least thirty minutes prior to quitting time and released only after the employer's tools and equipment personally utilized are secured. If mutually agreed upon between the employee and employer, the employer shall have the option of mailing checks to the employee's home address postmarked no later than the day of layoff.

(D). Employees being terminated for cause may be immediately released and removed from the jobsite, and their paychecks mailed to them with the same day postmark.

(E). Employee termination slips shall be issued to an employee upon severance, with the Employer denoting the specific reason for termination; i.e., quit, lay-off, or discharge for cause, in which case the cause for discharge must be adequately expressed to avoid unwarranted dispute.

(1). Giving due consideration to the reason for termination, the employee termination slip shall also indicate if the employee is or is not eligible for rehire.

(2). In the event the Employer fails to indicate that the employee is not eligible for rehire, the Employer shall be obligated to re-employ the individual on any subsequent referral, unless the Union is notified in writing, stating the specific reason, prior to any subsequent referral, that the individual is not eligible for rehire.

(F). Any errors in the employee's payments as noted herein shall be immediately brought to the Employer's attention by the employee, and once notified, will be corrected by the Employer, and made available to the employee before the end of the next regular work day.

(G). In the event employees are not paid as required herein, waiting time to the extent of losses (not to exceed eight hours per calendar day) shall be assessed for each day payment has not been afforded.

(H). For employees who cannot be located to accept their pay, the Employer shall mail said employee's payment to the address as shown on the employee's W-4 form and the Union so notified.

SECTION 6.16. Supervisory employees may be requested and referred as specialty applicants.

SECTION 6.17. In the event of reduction in the work force, the Employer will give due consideration and preference with respect to the retention of those employees who are residents within the geographical jurisdiction of the Union, with the following exceptions:

(1). Not applicable to employee terminations for due cause.

(2). Where the Employer requires special skills and abilities and said employees do not possess such special skills and abilities.

NOTE: Any dispute arising over the interpretation of "special skills and abilities" shall be subject to grievance procedure.

SECTION 6.18. The Employer may request and the Union will return unemployed Book 1 journeymen wiremen who left previous employment with "RIF" status, and who had been permanently employed by the Employer within 60 days preceding the request.

Employees on standby status and not working for more than five consecutive working days shall be laid off and are required to sign the Union referral list.

SECTION 6.19. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE VII

TRAVEL

SECTION 7.01. The Employer shall pay applicable wages for employees travelling between jobs during regular working hours.

(A). The operation of Employer's vehicle outside of established work hours, for the Employer's convenience, shall be considered as working and subject to the overtime rate of pay. Employer's convenience shall be construed as utilizing the vehicle in any manner other than the employee use of said vehicle in lieu of their personal vehicle. Under such circumstances the same terms (exclusive of travel) of a personal vehicle shall apply and the Union assumes no liabilities for such usage.

SECTION 7.02. A 30-radius mile free travel expense zone shall be established from the points of employee dispatch. The Union shall refer applicants and/or employees who shall report to any shop or job within the zone of dispatch at no expense to the Employer except as later provided in this Article.

Employee Dispatch Points shall be defined as: **PIERCE COUNTY** - IBEW Hall, 3049 South 36th Street, Tacoma; **THURSTON COUNTY** - Davis Williams Building 906 Columbia Street SW Olympia; **LEWIS COUNTY** - Teamsters Local 252, 217 E Main St, Centralia; **PACIFIC/GRAYS HARBOR COUNTIES** - IAM Woodworkers Lodge, 2600 Sumner Ave, Aberdeen; **MASON COUNTY** - Shelton City Hall.

Employers whose permanent place of business is located outside the limits of the above established free zones shall be allowed as their free zone, that area within a 15-mile radius from their place of business.

All Employers, regardless of the location of their permanent place of business, may elect to establish a temporary

place of business in any one of the free zones nearest their construction job/project.

A job located within a free zone area shall be considered as the Employer's shop and/or place of business.

Employees reporting to work outside of defined free zones shall receive, if transportation is not provided, the current IRS Rate per road mile traveled to and from the free zone boundary.

All travel per road mile will be computed by using the shortest route of main traveled roads.

SECTION 7.03. Employees directed to report to a job site not in a designated free zone shall be reimbursed for their travel for each day employed at the current IRS Rate per road mile from and the return to the designated free zone boundary, and shall not receive any other travel time, subsistence or transportation allowances.

(A). Employees transferred by the Employer to a job within a free zone other than their initial point of dispatch or when required to drive outside the free zone to a job located within, shall be reimbursed their travel as if the job were outside of a designated free zone. However, if agreeable with the Employee, the employer may transfer two Employees currently in his employ to any job outside of that Employee's normal dispatch area at no travel expense to the Employer, except as otherwise noted in this Section. In addition, the Employer may transfer one Employee at no travel expense for each Employee hired for the project, to a maximum of four.

(B). In the event a given dispatch area is depleted of manpower, the Employer may transfer or have referred into that area as many employees as required to perform the Employer's work in that area at the time of transfer or referral at no travel expense to the Employer. No additional transfers or referrals of employees shall be allowed without travel expense should "area" manpower become available. Any subsequent manpower requirements shall be obtained from locally available applicants.

(C). With exception to the "one" allowable transferee to any given dispatch area as noted in this Section, upon any layoff/termination those transferred or referred to any area outside of their normal dispatch area shall be laid off/terminated first, giving due opportunity for continued employment to "local area" manpower.

(1). Should the Employer elect to retain an employee transferred and/or referred pursuant to the above rather than lay the individual off, such may be allowable provided the employee is reimbursed for travel in accordance with Section 3(A) of this Article.

(D). Any/all transfers or referrals of employees to a job located in recognized travel zones shall be in accordance with the rates applicable to the job.

SECTION 7.04. Employees required to report to a job in excess of 60 radius miles from the point of dispatch shall be considered on a job necessitating a stay away from home and shall be reimbursed for their daily subsistence as can be mutually agreed between the Employer/employee. However, in no instance shall the employee receive less than the 60-mile travel reimbursement.

SECTION 7.05. Employees required to pay transportation toll charges shall be reimbursed for actual expenses incurred.

SECTION 7.06. Any employee transferred to a job outside of the jurisdiction of Local Union No. 76 by an Employer signatory to this Agreement shall be paid the wage rate of the Local Union having the highest basic rate of pay and be reimbursed for transportation, board, lodging, meals and all other necessary expenses.

The Employer shall also pay such employees additional fringe benefits as set forth in this Agreement. EXCEPTION: If the Local Union where the job is located has any similar benefit plan that has reciprocity with a Local Union No. 76 plan and the Employer is required to pay into said plan, the Employer shall not be required to pay into the respective Local Union No. 76 plan.

SECTION 7.07. The Employer shall not be held liable for any employee incurred traffic violation.

SECTION 7.08. Realizing that certain large industrial projects cause the disruption of the normal labor market and their magnitude creates inequities in employee travel reimbursement, the terms as follows shall apply on said projects defined as dams, refineries, chemical plants, power plants, mills and/or similar projects as determined by the Labor-Management Committee prior to the employment of employees on the project.

At such time the Labor-Management Committee determines a project requires special travel consideration it shall simultaneously determine the amount of travel reimbursement applicable to the project based upon its location, the number of anticipated employees required, its impact upon available area manpower and comparable craft employee travel/subsistence payments.

The initial amount as determined by the Labor-Management Committee shall remain in effect only until the subsequent anniversary dates of this Agreement, at which time it shall be further negotiated upon by the parties hereto.

ARTICLE VIII
WAGES/BENEFITS

SECTION 8.01. Wages shall be paid pursuant to the following schedule.

CLASSIFICATION	RATES EFFECTIVE 9/1/2017
General Foreman and/or Lead Covered Cable Splicer	<u>\$47.18</u>
Foreman and/or Cable Splicer	<u>\$43.25</u>
Leadman	<u>\$41.29</u>
Journeyman Wireman and/or Technician	<u>\$39.32</u>

IN ADDITION:

Pacific Coast Pension Fund	<u>\$4.62</u>
Pacific Coast Pension Fund Surcharge	<u>\$6.44</u>
Local #76 IBEW Retirement Plan	<u>\$3.59</u>
Health & Welfare	<u>\$7.47</u>
Retiree Health & Welfare	\$.50
JATC	\$.67
LMCC (Marketing Fund)	\$.10
Administrative Fund	\$.05
BAMF	<u>\$.32</u>
NEBF	3% of Gross Labor Payroll
NECA	1% of Productive Labor Payroll

Increase Journeymen Wiremen wage package as follows:

Effective 9/1/2017 – Additional \$1.50 (\$3.00 Total with previous scheduled increase)

Effective 9/1/2018 – Increase Wage/Fringe Package: \$3.00 per hour

Effective 9/1/2019 – Increase Wage/Fringe Package: \$2.60 per hour

Effective 9/1/2020 – Increase Wage/Fringe Package: \$2.60 per hour

Additionally:

Effective 9/1/2017 – Increase BAMF: \$.02

Effective 9/1/2018 – Increase LMCC: \$.05

Effective 9/1/2019 – Increase LMCC: \$.05

NOTE: Increases shall be distributed at the discretion of the Local Union (applied uniformly), however,

wage/benefit combinations selected shall not exceed listed amounts. Distribution selections must be made 30 days prior to effective date, and the Chapter so notified.

The parties of this Agreement hereby expressly waive the provisions of the City of Tacoma Sick/Safe Leave Ordinance # 28275 requiring paid sick or safe leave.

Apprentices:

APPRENTICE WIREMAN SIX (6) PERIODS		% OF JOURNEYMAN
1 ST PERIOD	0 - 1000 hours	40%
2 ND PERIOD	1000 - 2000 hours	45%
3 RD PERIOD	2000 - 3500 hours	55%
4 TH PERIOD	3500 - 5000 hours	65%
5 TH PERIOD	5000 - 6500 hours	75%
6 TH PERIOD	6500 - 8000 hours	85%
Over 8000 hours and Washington State License		90%

* Unindentured apprentices also receive Health & Welfare and NEBF.

** Local #76 IBEW Retirement Plan and Pacific Coast Pension Fund contributions paid for those apprentices shall be limited to their percentage classification. The Local #76 IBEW Retirement Plan and the Pacific Coast Pension Fund contributions shall not be paid to unindentured, first and second period Apprentices.

NOTE: The wage rates for Apprentices are not based on the time period alone, but shall be governed by the overall efficiency and rating of the Apprentice as determined by the Southwest Washington Electrical Joint Apprenticeship and Training Committee.

The parties to this Agreement may re-determine the hourly Health and Welfare contribution, based upon recommendation from the Trust Committee.

SECTION 8.02. Where the Union deems it necessary to protect the jurisdiction of the IBEW, the Union may, prior to the bidding process or letting of a contract for a particular project, consider a modification of the wages and/or conditions as outlined in the current collective bargaining agreement. Should the Union consent to a modification of the labor Agreement for a particular agreement for a particular project, the modification shall apply only to the project in question until its completion. With the exception of the agreed upon modifications, this agreement shall remain in full force and effect.

SECTION 8.03. NEBF 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 three percent of his gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than 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 72 hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

SECTION 8.04. IBEW PACIFIC COAST PENSION FUND It is agreed by the parties to this Agreement, effective July 1, 1965, to jointly establish and administer a Pension Trust Fund, hereinafter to be known as the IBEW Pacific Coast Pension Fund, to be affiliated with the IBEW Pacific Coast Pension Fund Trust Agreement. Employers who have signed a letter of assent to this Agreement shall contribute the amount per hour as outlined in Article VIII, Section 1 for each compensable hour worked by their employees performing work under the same terms and conditions of this Agreement and in accordance with the trustee approved 2006 Pension Protection Act Recovery Schedules.

SECTION 8.05. IBEW LOCAL #76 RETIREMENT PLAN It is agreed by the parties to this Agreement, effective December 31, 1980 (12 o'clock midnight), to jointly establish and administer a Pension Trust Annuity, hereinafter to be known as the IBEW #76 Retirement Fund. Employers who have signed a letter of assent to this Agreement shall contribute the amount per hour as outlined in Article VIII, Section 1 for each compensable hour worked by their employees performing work under the same terms and conditions of this Agreement.

SECTION 8.06. IBEW LOCAL 76 HEALTH & WELFARE TRUST It is agreed by the parties to this Agreement, effective July 1, 1972, to jointly establish and administer a Health and Welfare Fund, to be known as the IBEW Health and Welfare Trust of Southwest Washington. In accordance with the Trust Fund Agreement, signed by the Southwest Washington Chapter, NECA and Local Union No. 76, IBEW jointly established for this purpose and administered in accordance with Federal and State regulations governing health and welfare funds, to provide health and welfare benefits for eligible employees, each Employer shall pay the amount as outlined in Article VIII, Section 1 for each compensable hour worked by their employees performing work under the same terms and conditions of this Agreement.

Also under the IBEW Health & Welfare Trust, there is established an Early Retiree Plan that subsidizes the costs of Health & Welfare insurance for those employees who retire early. Employers, for this purpose, shall contribute the amount per hour outlined in Section 8.01 of this Agreement for each compensable hour worked by their employees.

SECTION 8.07. UNION WORKING DUES The Employer agrees to deduct Union working dues from the wages of its employees and forward the money to the Union as authorized in writing by the employee on a form furnished by the Union. The Employer agrees to make this deduction each payroll period in a set percentage and/or cents per hour amount as determined by the Union which shall apply to all employees and which once fixed, shall not be altered or adjusted more than annually, and not without 60 days written notice to the Southwest Washington Chapter, NECA. Deduction of working dues shall be recorded for each employee on the fringe benefit reports and forwarded to the Union pursuant to procedures applicable to payment of employee benefit funds. The Union agrees that the Employer assumes no responsibility in connection with the deduction of dues except that of care in forwarding the monies collected.

SECTION 8.08. PAYROLL SAVINGS PLAN With written authorization by an employee on a form supplied by the Union, the employer agrees to deduct either six percent or twelve percent from the employee's wages as a payroll savings plan. Amounts deducted for each employee shall be recorded on the fringe benefit reports and forwarded to the Local #76 Federal Credit union pursuant to procedures applicable to payment of employee benefit funds.

SECTION 8.09. BAMF Employers signatory to this labor agreement with Local 76, IBEW shall contribute at the amount per hour as outlined in Article VIII, Section 1 worked for each employee covered by this agreement to the Bargaining Agreement Maintenance Fund. (BAMF)

SECTION 8.10. LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC) The parties agree to

participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) To improve communications between representatives of Labor and Management;
- 2) To provide workers and employers with opportunities
- 3) To study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 4) To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 5) To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 6) To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 7) To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) To engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) To enhance the involvement of workers in making decisions that affect their working lives; and,
- 10) To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 8.11. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.12. Payment shall be forwarded monthly at the amount per hour as outlined in Article VIII, Section 1 and 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 S.W. Washington Chapter, NECA, or its designee, shall be the collection agent for this Fund.

SECTION 8.13. NLMCC 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. s175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. s186(c)(9). The purposes of this fund include the following:

- 1) To improve communication between representatives of labor and management;
- 2) To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) To sponsor programs which improve job security, enhance economic and community development, and

promote the general welfare of the community and the industry;

- 6) To encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) To engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) To enhance the involvement of workers in making decisions that affect their working lives; and
- 10) To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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.

Each Employer shall contribute one cent (\$.01) per hour (included in the LMCC) 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 Southwest Washington 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 amounts being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

SECTION 8.14. ADMINISTRATIVE EXPENSE FUND Employers shall remit at the amount per hour as outlined in Article VIII, Section 1 for each employee covered by this Agreement to the Administrative Expense Fund for the purpose of collecting, bookkeeping, distributing and otherwise administering the fringe benefit monies collected herein. The contribution rate per hour shall not be construed as, for negotiating purposes, a part of the total wage fringe package and will remain borne by the Employer unless otherwise agreed between the parties. Disbursements from the Administrative Expense Fund shall be jointly directed by Local 76, IBEW and the Southwest Washington Chapter, NECA.

SECTION 8.15. All employees fringe benefit payments as outlined in this Agreement shall be made by negotiable check or draft and constitute a debt due and owing the respective benefit trust, boards, etc., on the last day of each calendar month, which may be recovered in a manner as later described herein.

Respective employee fringe benefit payments shall be received by the Administrator responsible for the funds.

All fringe benefit payments shall be accompanied by properly completed fringe benefit remittance forms as prescribed by the parties to this Agreement and shall be received by the Administrator responsible for the funds no later than the 15th day of each month for payroll periods ending during the preceding month.

Employer delinquencies and/or defaults in the prompt payment of wages, travel, subsistence and/or employee fringe benefit contributions as provided for and required by this Agreement shall constitute a breach of this Agreement.

Failure to forward negotiable fringe benefit remittances as outlined in this Agreement for the entire amount due, in sufficient time to be received by the 15th of the month will automatically require immediate payment of damages as prescribed by the respective Trust Agreements as well as delinquent amounts due and will further require other action as set forth in this and/or the Trust Agreements. The Employer agrees that the Trust funds may bring action under the terms of the Trust Agreements and collections procedures to enforce the terms of this Agreement.

For Employers without at least 24 months of continuous current contributions, the Trust Funds, as a condition of participation by the Employer, may require that the Employer execute and show proof of a bond, in such form and with a reputable and established company, satisfactory to the Trust Funds, in an amount of \$10,000.00 as a surety for the prompt payment of contributions required by this Agreement, and legal fees, collection costs and other damages as described in the Trust Agreement, in the event of suit against the Employer or bond.

In the event of delinquency, the Trust Funds, as a condition of continued participation by the delinquent Employer, may require that the Employer execute and show proof of a bond, in such form and with a reputable and established company, satisfactory to the Trust Funds, in an amount equal to \$10,000.00, or the amount of the delinquency, whichever is greater, as surety for the prompt payment of contributions required by this Agreement, and legal fees, collection costs and other damages as described in the Trust Agreements, in the event of suit against the Employer or the bond. In the event a new Employer becomes delinquent, additional bonding beyond the \$10,000.00 may be required by the Trust Funds in the amount by which the delinquency exceeds its current bond. The bond shall be delivered to and held by the Trust Funds' collection counsel and the proceeds disbursed upon reduction of the Trust Funds' claims to judgement. In lieu of the bond, the Employer may post \$10,000.00 cash to the client trust account of the collection counsel to be held for the benefit of the Trust Funds.

In the event the Employer satisfies all claims against it by the Trust Funds and no further delinquencies occur within a two-year period, the Employer will be relieved of the requirement to post the bond, and any cash deposit held in trust will be returned to the Employer without interest.

It shall not constitute a violation of this Agreement on the part of the Union, after serving a 72-hour written notice, to withdraw IBEW-represented employees from delinquent and/or defaulting employers.

It shall not constitute a violation of this Agreement on the part of the Union after serving a seventy-two-hour notice in writing upon delinquent and/or defaulting Employers, to terminate this Agreement and/or demand payment within the seventy-two-hour period (excluding Saturday, Sunday, holidays or any day observed as such) provided the Employer fails to show satisfactory proof that the required employee fringe payments have been paid to the Local Employees Benefit Board.

In the event payment is not made within the 72-hour period, the Union may take any legal and/or economic action deemed necessary for collection. If economic and/or legal action becomes necessary, the Employer shall be liable for: All losses suffered by their employees; costs incurred by the Union for any action taken; legal fees and court costs incurred in the collection of said payments.

SECTION 8.16. Each individual Employer shall contribute an amount not to exceed one percent 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 of all productive electrical payroll in excess of seventy-five thousand manhours paid for electrical work in any one-chapter area during any one calendar year, but not exceeding 150,000 manhours.

- 2) One hundred percent of all productive electrical payroll in excess of one hundred fifty thousand manhours 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 calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

SECTION 8.17. NECA and IBEW agree this agreement is a "living agreement". Through partnering, when language has been agreed to or concepts agreed to by the parties, they will be made into amendment form and added to this agreement.

AGREEMENT SUBJECT TO APPROVAL

It is agreed by the parties that this Agreement or any amendment hereto is subject to approval of the International Office of the IBEW.

In the event any section of this Agreement or amendment hereto, is changed or altered by the International Office of the IBEW, in any manner that will alter its intent other than changes made to meet legal requirements and/or I.B.E.W. Constitutional provisions, the entire Agreement or amendments shall be referred back to the parties hereto for further negotiations for those sections so changed, altered or not approved.

SEPARABILITY CLAUSE

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

SIGNED FOR SOUTHWEST

WASHINGTON CHAPTER, NECA



Nicole Hite,

Executive Director

Date: 9.18.2017



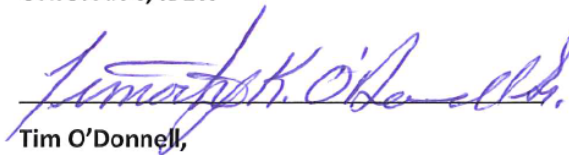
Mike Doyle,

NECA President

Date: 9/26/17

SIGNED FOR LOCAL

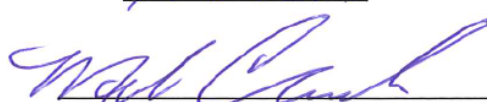
UNION #76, IBEW



Tim O'Donnell,

Business Manager

Date: 9.18.2017



Mike Church,

IBEW President

Date: 9/18/17

INSIDE COLLECTIVE BARGAINING AGREEMENT

Appendix A

Journeyman to Apprentice Ratio

JW	App		*1st yr.	=	Total	JW	App	+	*1st yr.	=	Total
1	1	or	1	=	1	51	17	+	17	=	34
2	1	+	1	=	2	52	18	+	18	=	26
3	1	+	1	=	2	53	18	+	18	=	36
4	2	+	2	=	4	54	18	+	18	=	36
5	2	+	2	=	4	55	19	+	19	=	38
6	2	+	2	=	4	56	19	+	19	=	38
7	3	+	3	=	6	57	19	+	19	=	38
8	3	+	3	=	6	58	20	+	20	=	40
9	3	+	3	=	6	59	20	+	20	=	40
10	4	+	4	=	8	60	20	+	20	=	40
11	4	+	4	=	8	61	21	+	21	=	42
12	4	+	4	=	8	62	21	+	21	=	42
13	5	+	5	=	10	63	21	+	21	=	42
14	5	+	5	=	10	64	22	+	22	=	44
15	5	+	5	=	10	65	22	+	22	=	44
16	6	+	6	=	12	66	22	+	22	=	44
17	6	+	6	=	12	67	23	+	23	=	46
18	6	+	6	=	12	68	23	+	23	=	46
19	7	+	7	=	14	69	23	+	23	=	46
20	7	+	7	=	14	70	24	+	24	=	48
21	7	+	7	=	14	71	24	+	24	=	48
22	8	+	8	=	16	72	24	+	24	=	48
23	8	+	8	=	16	73	25	+	25	=	50
24	8	+	8	=	16	74	25	+	25	=	50
25	9	+	9	=	18	75	25	+	25	=	50
26	9	+	9	=	18	76	26	+	26	=	52
27	9	+	9	=	18	77	26	+	26	=	52
28	10	+	10	=	20	78	26	+	26	=	52
29	10	+	10	=	20	79	27	+	27	=	54
30	10	+	10	=	20	80	27	+	27	=	54
31	11	+	11	=	22	81	27	+	27	=	54
32	11	+	11	=	22	82	28	+	28	=	56
33	11	+	11	=	22	83	28	+	28	=	56
34	12	+	12	=	24	84	28	+	28	=	56
35	12	+	12	=	24	85	29	+	29	=	58
36	12	+	12	=	24	86	29	+	29	=	58
37	13	+	13	=	26	87	29	+	29	=	58
38	13	+	13	=	26	88	30	+	30	=	60
39	13	+	13	=	26	89	30	+	30	=	60
40	14	+	14	=	28	90	30	+	30	=	60
41	14	+	14	=	28	91	31	+	31	=	62
42	14	+	14	=	28	92	31	+	31	=	62
43	15	+	15	=	30	93	31	+	31	=	62
44	15	+	15	=	30	94	32	+	32	=	64
45	15	+	15	=	30	95	32	+	32	=	64
46	16	+	16	=	32	96	32	+	32	=	64
47	16	+	16	=	32	97	33	+	33	=	66
48	16	+	16	=	32	98	33	+	33	=	66
49	17	+	17	=	34	99	33	+	33	=	66
50	17	+	17	=	34	100	34	+	34	=	68

*If 1st year or unindentured are not available, and upper levels are, they can be used in lieu of the 1st year or unindentured to complete the allowable ration.