

Payroll/Layoff

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 provide a statement of earnings and deductions for each payroll period. Such statement may be delivered by hand on the regular payday or by US mail, postmarked within 3 days of the end of the pay 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.

(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 employees 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.