

INSIDE WORKING AGREEMENT

BETWEEN

GULF COAST CHAPTER, NECA

AND

LOCAL UNION 443, IBEW

SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2022

**IBEW
NECA**

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Agreement by and between the Gulf Coast Chapter, National Electrical Contractors Association and Local Union 443, International Brotherhood of Electrical Workers.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Gulf Coast Chapter, NECA and the "Union" shall mean Local Union No. 443, IBEW.

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

BASIC PRINCIPLES

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

ARTICLE I

Effective Date -- Changes -- Grievances -- Disputes

Section 1.01. This Agreement shall take effect September 1, 2019 and shall remain in effect until August 31, 2022, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1 through August 31 of each year, unless changed or terminated in the way later provided herein.

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 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.

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 representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

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

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

ARTICLE II

MANAGEMENT RIGHTS

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

FOREMAN CALL-OUT BY NAME

Section 2.02. The employer shall have the right to call a Foreman by name provided:

- A) The employee has not quit his previous employer within the past two weeks.
- B) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest priority group.
- C) When an employee is called as a Foreman, he must remain as a Foreman for 1,000 hours or must receive a reduction in force.

WORKERS COMPENSATION INSURANCE:

Section 2.03. For all employees covered by this Agreement, the Employer shall carry workmen's compensation insurance with a company authorized to do business in the State, Social Security, and any such other protective insurance as may be required by the laws of this State and shall furnish certificates of proof of such to the Union. He shall also make contributions to the Alabama Unemployment Compensation Commission.

SURETY BOND:

Section 2.03. (a). Each employer shall furnish a surety bond in the amount of \$25,000 to secure payment of all amounts due on account of payroll and fund deduction, contribution, and reporting obligations of the Employer required by this Agreement. The bond shall provide that it may not be terminated without 15 days prior written notice to the Employer and the Local Union.

(b). The Labor-Management Committee and/or the Council on Industrial Relations, as the case may be, shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond directly to the affected employees and direct payments of delinquent fund contributions from the Bond Direct to the Trustees of the affected funds or to their designated agents. IBEW/NECA agreement to exempt present signatory Employers from \$25,000 surety provision with the commitment that if a complaint is filed with the Labor-Management committee, the surety bond will be immediately required if the Employer complaint is filed upon.

WORK PRESERVATION:

Section 2.04. (a). In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity including a joint-venture, wherein the Employer, through its officers, directors, partners, or stockholders, exercises

either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations 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.

(b). As a remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry, and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

(c). If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

NON-RESIDENT EMPLOYEES:

Section 2.05. 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 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 recession by the Council on Industrial Relations.

FAVORED NATIONS CLAUSE:

Section 2.06. 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.

UNION RIGHT TO DISCIPLINE MEMBERS:

Section 2.07. The Union reserves the right to discipline its members for violation of its laws, rules, and agreements.

Section 2.08. This Agreement does not deny the right of the Union and its representatives to render assistance to other labor organizations by removal of its member from jobs when necessary and when the Union or its proper representatives decide to do so, but no removal shall take place until notice is first given to the Employer involved.

Section 2.09. When such removal takes place, the union or its representative shall direct the workmen on such jobs to carefully put away all tools, materials, equipment, or other property of the employer in a safe manner. The Union will be responsible financially for any loss to the Employer for any neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

APPOINTMENT OF STEWARDS:

Section 2.10. The Employer recognizes the right of the Union to appoint a Steward at any shop or on any job where workmen are employed under the terms of this Agreement. Such Steward shall see that the terms and conditions of this agreement are observed at his shop or on his job. Under no circumstances shall a Steward be discriminated against by the Employer because of the faithful performance of his duties as Steward. All Stewards will be code of excellence steward trained.

When a Steward is terminated, notification of the Business Manager's office is required.

UNION JOB ACCESS:

Section 2.11. The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

TOOL LIST:

Section 2.12. Journeyman Wiremen shall furnish the following tools:

Knife	Pliers
Pencil	Channel Lock Pliers
Rule - 6 foot	Screw Drivers (2)
Pliers (Diagonal)	Level, small
Pliers (Sharp-nose)	Hacksaw Frame
Multi-Meter	Padlock
Crescent Wrench	Allen Wrench up to 3/8"
Pliers (Stak-on)	Wire Strippers

Section 2.13. The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them provided the Employer furnishes the necessary locker, toolboxes, or other safe places for storage. All men working for Contractors shall have a safe place for leaving his personal tools at the end of the workday.

The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed, or repaired under economically sound wage, hour,

and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

ANNULMENT – SUBCONTRACTING:

Section 2.14. The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, 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 provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

OTHER RIGHTS:

Section 2.15. The Employer will remit to the Local Union a separation notice every time an employee is laid off, voluntarily quits, illness, accident, or discharged. This notice may be submitted weekly or monthly.

ARTICLE III

HOURS -- WAGES -- WORKING CONDITIONS

Section 3.01. Eight hours work between the hours of 8:00 a.m. and 4:30 p.m. with thirty minutes for lunch period from 12:00 Noon to 12:30 p.m., shall constitute a workday. This workday may be varied by no more than two (2) hours by mutual agreement between the Union and the employer. Five days Monday through Friday, inclusive, shall constitute a workweek.

After the daily work schedule has been set up, it shall not be changed without three (3) days notice given to the Local Union.

FOUR 10-HOUR DAYS:

When so elected by the contractor, he may establish a normal work week consisting of four (4) ten-hour (10-hour) days exclusive of one-half hour (1/2 hour) unpaid meal period, Monday through Thursday, inclusive. The contractor may establish a second shift consisting of ten (10) hours, including a thirty (30) minute paid meal period. When working two (2) shifts, the first shift shall commence between the hours of 6:00 a.m. and 8:00 a.m. The second shift shall commence within a period of time not to exceed three and one-half (3 1/2) hours upon expiration of the first shift. The Employer can change from one schedule to another, subject to a limitation that he will give the Union at least three (3) calendar days' notice of such change. The first ten (10) hours worked each day shall be at the straight time rate of pay. All time worked after ten (10) hours per day Monday through Thursday shall be paid at the appropriate overtime rate of pay. covered by this agreement.

OVERTIME/HOLIDAYS:

Section 3.02. All work performed outside the regularly scheduled hours, Monday through Friday and all day Saturday shall be paid at one and one-half times (1 1/2X) the regular straight time rate of pay until 7:30 a.m. Sunday morning. All work Sunday will be paid at two times (2X) or double the regular rate until 7:30 a.m. Monday morning. For the purpose of curtailing absenteeism the following policy is established:

The overtime rate will be paid after forty (40) hours of work in the event an employee has an unexcused absence. This policy will be applied to all absences along with late arrivals and early quits of a full one (1) hour or more, with the following exceptions:

- 1) An employee is hired during the course of the pay period.
- 2) Holidays.
- 3) Weather interruptions or interruptions due to job-site circumstances that have caused lost time.
- 4) An employee is absent, late, or leaves early due to requirements to serve on a jury, participate in National Guard or military reserve activity, attends a union meeting or exercises their right to vote and returns with documentation of such.
- 5) An employee who receives authorization from the employer in advance for time to take care of personal business.

The employer will apply the conditions listed above without deviation to all employees

The following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day, shall be paid for at double (2) times the regular straight time rate of pay.

PAYDAY:

Section 3.03(a). Wages shall be paid weekly in cash or payroll check on a local bank not later than quitting time on Friday and not more than two (2) day's wages may be withheld at any time. Any workman laid off or discharged by the Employer shall be paid all his wages immediately. In the event he is not paid off, waiting time at the regular rate shall be charged until payment is made. However, when workmen are paid off between regular paydays, the Employer may pay either by cash or check.

DIRECT DEPOSIT:

Section 3.03(b). Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of

payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union.

Section 3.04. Workmen instructed to report at the Employer's shop shall report in time to proceed to the job at 8:00 a.m.

Workmen reporting for work directly to the job shall be on their job ready to start work at 8:00 a.m. When workmen report for work and no work is available, such workmen shall be paid two (2) hours reporting time at the prevailing rate of pay, provided such workmen were not notified the day previous not to report and weather conditions or other conditions beyond the control of the Employer does not interfere. Workmen regularly engaged on a job site job and having reported for work and having been assigned work shall receive a minimum of four (4) hours pay at the prevailing rate of pay.

Section 3.05. No work shall be performed on Labor Day except in the case of emergency, and then only after permission is granted by the Business Manager of the Union.

WAGES:

Section 3.06. The minimum hourly rate of wages shall be as follows:

CLASSIFICATION -- EFFECTIVE	9/1/19 thru 8/31/20	9/1/20 thru 8/31/21	9/1/21 thru 8/31/22
JOURNEYMAN	27.00	27.75	28.50
JOURNEYMAN WITH OSHA 30 WHEN REQUESTED	27.25	28.00	28.75
GENERAL FOREMAN - 20% ABOVE JOURNEYMAN	32.40	33.30	34.20
AREA FOREMAN - 15% ABOVE JOURNEYMAN	31.05	31.91	32.78
FOREMAN - 10% ABOVE JOURNEYMAN	29.70	30.53	31.35

CERTIFIED JOURNEYMAN INSTRUMENT TECHNICIAN - 10% ABOVE JOURNEYMAN	29.70	30.53	31.35
JOURNEY WIREMAN AS CERTIFIED WELDERS – 10% ABOVE JOURNEYMAN	29.70	30.53	31.35
JOURNEYMAN WIREMAN ON ALL NUCLEAR WORK	31.05	31.91	32.78

APPRENTICE WIREMAN – SIX (6) PERIODS

1ST PERIOD	50% OF JOURNEYMAN WIREMAN RATE
2ND PERIOD	55% OF JOURNEYMAN WIREMAN RATE
3RD PERIOD	60% OF JOURNEYMAN WIREMAN RATE
4TH PERIOD	70% OF JOURNEYMAN WIREMAN RATE
5TH PERIOD	80% OF JOURNEYMAN WIREMAN RATE
6TH PERIOD	90% OF JOURNEYMAN WIREMAN RATE

Section 3.07. The Employer shall pay for traveling time and furnish transportation from shop to job and job to job within the jurisdiction of the Union. When sending workmen outside the jurisdiction of the Union, the Employer shall furnish transportation, board, and all other necessary expenses.

Section 3.08. No traveling time shall be paid for after working hours to workmen for traveling to or from any job in the jurisdiction of the Union, provided there is adequate public transportation available when workmen are ordered to report to the job.

WORKING DUES:

Section 3.09. The Employer agrees to deduct and forward to the Financial Secretary of the Local Union upon receipt of a voluntary written authorization the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount

specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

RATIO OF FOREMEN TO JOURNEYMEN:

- Section 3.10. (a) On all work requiring four (4) Journeymen, one (1) shall be designated Foreman by the Employer.
- (b) In crews consisting of eight (8) Journeymen, the Foreman shall not be allowed to use the tools.
- (c) A Solicitor or Estimator shall not be permitted to perform any manual work with tools.
- (d) Crews shall not consist of more than ten (10) Journeymen

The following Foreman requirements shall prevail on each job:

3 Journeymen	No Foreman
4 - 10 Journeymen	1 Foreman
11-20 Journeymen	2 Foremen
21-30 Journeymen	3 Foremen, 1 General Foreman
31-40 Journeymen	4 Foremen, 1 Area Foreman, 1 General Foreman
41-50 Journeymen	5 Foremen, 2 Area Foremen, 1 General Foreman
51-60 Journeymen	6 Foremen, 2 Area Foremen, 1 General Foreman
61-70 Journeymen	7 Foremen, 2 Area Foremen, 1 General Foreman
71-80 Journeymen	8 Foremen, 2 Area Foremen, 1 General Foreman
81-90 Journeymen	9 Foremen, 3 Area Foremen, 1 General Foreman
91-100 Journeymen	10 Foremen, 3 Area Foremen, 1 General Foreman

- (e) One Area Foreman shall not work more than four (4) crews.
- (f) There shall not be more than one (1) General Foreman to each job unless agreed by both parties signatory to this Agreement.

Section 3.11. Workmen shall install all electrical work in a safe and workman-like manner and in accordance with applicable code and contract specifications.

Section 3.12. A journeyman shall be required to make corrections of improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's

Representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision

SHIFT WORK CONSTRUCTION

Section 3.13. When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

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

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

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight 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.

Section 3.14. On jobs where work is performed on scaffolds, buckets, or chairs suspended in a swinging or in a traveling condition, the rate of pay shall be one and one-half (1 1/2) times the regular straight time rate of pay for work performed at the height of twenty (20)

feet and above. All work performed on towers or on structures over forty (40) feet shall be paid at the rate of one and one-half times the regular straight time rate of pay. All work performed on towers or structures over one hundred and fifty (150) feet shall be paid for at double time, twice the regular straight time rate of pay. This does not apply in the erection of steel transmission line towers, nor does it apply to regular construction office buildings, nor buildings where the work is performed off a concrete slab or steel grating floor, or totally wood deck platform, catwalks, or solid built scaffold which does not swing or move and has approved hand rails. It does apply to structures such as stack type digests, smoke stacks, high bay lighting, tower cranes, etc.

The above provisions will only be applicable when workmen are subject to a free fall.

Any work performed under forty (40) feet below ground level will be fifty (.50) cents above Journeyman's scale. Any work performed under one hundred (100) feet below ground level shall be paid for at one and one-half (1 1/2) times the straight rate of pay.

COPE DEDUCTION:

Section 3.15. The Employer agrees to deduct two (2) cents per hour worked for all employees who provide a written authorization for such deduction. All deductions shall be reported and forwarded monthly by the employers, not later than the fifteenth of the month following the month in which the deduction was made, on the monthly reporting form in a check designated to IBEW-COPE, to the Financial Secretary of IBEW, Local Union 443, P.O. Box 3204, Montgomery, Alabama 36109.

ARTICLE IV

REFERRAL PROCEDURE

Section 4.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area

and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

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

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

Section 4.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN

GROUP I

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

years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

GROUP 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 I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III

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

GROUP IV

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

Section 4.06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 4.07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured

MONTGOMERY, AUTAUGA, BARBOUR, BULLOCK, BUTLER, CHILTON, CRENSHAW, COFFEE, COOSA, COVINGTON, DALE, DALLAS, ELMORE, GENEVA, HENRY, HOUSTON, LOWNDES, MACON, PERRY, PIKE, TALLAPOOSA and WILCOX COUNTIES.

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

Section 4.09. "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.10. An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this

procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 4.11. The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

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

Section 4.14(a). Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

REPEATED DISCHARGE:

Section 4.14(b). An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three* business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the

conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.15. The only exceptions which shall be allowed in this order of referral are as follows:

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

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

Section 4.16. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.17. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.18. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

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

ARTICLE V

STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE

Section 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

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

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

Section 5.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a (3 or 4) 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

Section 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 I 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 telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

Section 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 qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's

Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 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 qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that 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 2 apprentice(s) for every 3 Journeyman Wiremen(man) .

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

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

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

Section 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 Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

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

Section 5.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: 2.5% of gross labor payroll. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

NATIONAL ELECTRICAL BENEFIT FUND

Section 6.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

Section 6.02. In conformance with Section 302 of the Labor Management Relations Act of 1947, as amended, the parties to this Agreement have created a Health & Welfare Trust, Pension Trust, and a Joint Apprenticeship and Training Trust Fund, and each has

designated trustees for administering the funds and operating the plan in a business-like manner, with fairness to all beneficiaries thereof.

Section 6.03. 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.

HEALTH & WELFARE:

Section 6.04. The Employer agrees to pay the \$.25 increase scheduled for 1/1/20 and any future increases in the contribution rate for Health and Welfare through 8/31/22. It is mutually agreed that the Employer shall contribute to the NECA-IBEW Family Medical Care Plan as follows:

	Effective Sept. 1, 2019	Effective Jan. 1, 2020
JW Above	\$7.60 per hour worked	\$7.85 per hour worked
Apprentices, CW's & CE's	\$4.56 per hour worked	\$4.71 per hour worked

Payments shall be made monthly thereafter on such forms as are provided by the Depository and shall be paid on or before the 15th day of the month following the month for which hours were worked. The remittance, by check, draft, or money order together with the Health and Welfare Fund copy of the monthly payroll report shall be mailed to the appropriate depository. The report shall list in alphabetical order the employees' names, Social Security numbers, and hours worked.

Individual employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing, being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the NECA-IBEW Family Medical Care Trust Fund.

The failure of an individual employer to comply with the applicable provisions of the NECA-IBEW Family Medical Care Trust Agreement shall also constitute a breach of the Labor Agreement.

PENSION:

Section 6.05. Effective 9/1/19 the contribution rate will increase \$.25 per hour per year of agreement for Journeyman and above. The rate of Apprentices 2nd year and above will be changed to 50% of the Journeyman contribution rate. The Employers subject to this Agreement shall pay monthly into the Southern Electrical Retirement Fund as follows:

Effective:	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021
Journeyman and above	\$3.95 per man hour paid	\$4.20 per man hour paid	\$4.45 per man hour paid
Apprentices: 1 st year	.00	.00	.00
2 nd year thru 5 th year	\$1.98 per man hour paid	\$2.10 per man hour paid	\$2.23 per man hour paid
Construction Wireman: Step 2 thru Step 4	\$0.50 per man hour paid	\$0.50 per man hour paid	\$0.50 per man hour paid

Construction Electrician: Step 1 thru Step 2	\$1.00 per man hour paid	\$1.00 per man hour paid	\$1.00 per man hour paid
Step 3	\$1.25 per man hour paid	\$1.25 per man hour paid	\$1.25 per man hour paid

All fringe payments and payroll reports in such form as may be prescribed by the Trustees shall be mailed to reach the designated depository not later than fifteen (15) calendar days following the end of each calendar month.

Individual employers who fail to remit regularly to the NECA-IBEW Medical Family Care Trust Fund, Pension Trust Fund, Joint Apprenticeship & Training Plan Trust, and Depository Administrative Fund shall be subject to having this Agreement terminated upon seventy-two (72) hours in writing by the Union, provided the employer fails to show satisfactory proof that delinquent payments have been paid to the designated depository.

Employers using automatic data processing (ADP) in the preparation of payrolls, etc, may furnish a legible copy of a print-out as an attachment to the transmittal, the total of which shall be filled in on page one (1) of the NEBF form.

443-IBEW/NECA DEPOSITORY:

Section 6.06. There is hereby established a one-check payment for all Contract Funds to the 443 IBEW/NECA Depository. (P. O. Box 6215, Mobile, Alabama 36660)

Employers shall forward to the 443-IBEW/NECA Depository an amount equal to the total of all negotiated funds as found on the monthly Transmittal form provided for reporting purposes.

All moneys received will be paid to the Local Union 443, IBEW (Dues), the Local Union 443 Joint Apprenticeship and Training Fund, the NECA –IBEW Health & Welfare Fund, Southern Electrical Retirement Fund, NEBF, NLMCC, and the Depository Administrative Fund in accordance with the terms of the Articles provided herein; 6/10 of 1% of the gross labor payroll shall be paid to the Administrative Group for the purpose of contract and fund administration. The administration and/or administrator of the Depository shall be appointed by the Gulf Coast Chapter, NECA. It is understood and agreed that the failure of any employer to pay the proper amount to the 443-IBEW/NECA Depository as required shall constitute a breach of this contract.

No portion of this fund shall be used for purposes detrimental to the IBEW or local union.

Collection of delinquent contributions TO THE DEPOSITORY FUND shall be the sole responsibility of the employers.

ARTICLE VII

INDUSTRY FUND

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

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

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

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

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

ARTICLE VIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 8.01. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- to improve communications between representatives of Labor and Management;
- to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- to study and explore ways of eliminating potential problems which reduce the

competitiveness and inhibit the economic development of the electrical construction industry;

to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;

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;

to engage in public education and other programs to expand the economic development of the electrical construction industry;

to enhance the involvement of workers in making decisions that affect their working lives; and,

to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 8.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03. Each employer shall contribute \$.01. 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 Gulf Coast Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE IX

NATIONAL LABOR MANAGEMENT COOPERATION FUND

Section 9.01. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c) (9) of the Labor-Management Relations Act, 29 U.S.C. §186(c) (9). The purposes of this fund include the following:

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

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

Section 9.02. The Fund shall function with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03. Each employer shall contribute one cent (1) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Gulf Coast Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall be bear interest at the rate

of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE X

SAFETY

Section 10.01. It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

Section 10.02. The dangers and costs which 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 impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

ARTICLE XI

SUBSTANCE ABUSE LANGUAGE

Section 11.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local

laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XII

CODE OF EXCELLENCE

Section 12.01. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XIII

NATIONAL ELECTRICAL 401K PLAN

Section 13.01. It is agreed that the individual Employer, in accord with the National Electrical 401(k) Plan Agreement and Trust ("Agreement and Trust") as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers, as amended, will participate in the National Electrical 401(k) Plan ("NEFP").

The individual Employer recognizes that applicable rules require contributions to be transmitted to a 401(k) plan as soon as they can reasonably be segregated from the general assets of the employer. The Trustees of the NEFP strongly encourage all contributing employers to regularly remit to the NEFP or its designee any and all bargaining unit employee elective deferrals within seven business days of the date when the Employer receives or withholds such employee elective deferrals. However, in recognition that some employers may be unable reasonably to segregate participant contributions from their general assets more frequently than the standard monthly processing cycle for participant contributions to pension plans, as noted in U.S. Department of Labor Field Assistance Bulletin 2003-2, all contributions must be remitted by the fifteenth (15th) of the month following the month in which the amounts would otherwise have been payable to the participant. In all events, contributions not remitted by this date shall constitute a debt due and owing to the NEFP. In making such contributions, the individual Employer shall utilize the NEFP's electronic remittance system. Further, in agreeing to participate in the NEFP, the individual Employer agrees to cooperate with the NEFP by submitting all reasonably requested documents and information necessary for the NEFP to perform all required testing of the NEFP under the tax laws.

The Chapter and/or the individual Employer, as the case may be, and the Local Union certify that no existing defined benefit plan was terminated or modified in any manner solely as a condition upon or as a result of the adoption of the NEFP. This provision does not interfere with the rights and obligations of such local plan(s)' trustees to make changes to the plan(s) pursuant to the needs of the plan(s), their fiduciary duty, and the requirements of ERISA, the Pension Protection Act, or other laws and regulations.

Inasmuch as the NEFP is intended to offer bargaining unit employees the opportunity to defer current salary into a retirement savings plan and not to replace any existing employer-funded defined benefit plan, no employer contributions will be required or accepted on behalf of individuals for hours worked under the terms of this agreement. The individual Employer hereby accepts, and agrees to be bound by, the Agreement and Trust.

An individual Employer who fails to remit employee elective deferrals as provided above shall be subject, in addition to all remedies afforded by law or in the Agreement and Trust, to having its participating in the NEFP suspended or terminated at the discretion of the Trustees of the NEFP upon written notice to the individual Employer. An individual Employer who fails to remit as provided above shall be additionally subject to having this agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.


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

SEPARABILITY CLAUSE


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

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of September, 2019.

GULF COAST CHAPTER
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION


ANDREW VARVOUTIS,
ASSISTANT CHAPTER MANAGER

LOCAL UNION 443
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS


JAMES D. HORNSBY,
BUSINESS MANAGER