

INSIDE WORKING AGREEMENT

2021-2024

LOCAL UNION 1205 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Nelson L. Mathis, Jr., Business Manager

AND

NORTH FLORIDA CHAPTER, INC. NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

Kathleen Enkiri, Chapter Manager

APPROVED BY:

NORTH FLORIDA CHAPTER, INC., NECA
4951-A RICHARD STREET
JACKSONVILLE, FLORIDA 32207

APPROVED BY:

IBEW LOCAL UNION NO. 1205
2510 N. W. 6TH STREET
GAINESVILLE, FLORIDA 32609

AGREEMENT

Agreement by and between the North Florida Chapter, Inc., Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 1205, IBEW.

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 North Florida Chapter, Inc., Chapter of NECA and the term "Union" shall mean Local Union No. 1205, 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, common sense methods. Now, therefore, in consideration of the mutual promises and agrees herein contained, the parties hereto agree as follows:

ARTICLE I

EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES

EFFECTIVE DATE:

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

CHANGES:

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 changes 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.

GRIEVANCES/DISPUTES:

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

EMPLOYER RIGHTS/ UNION RIGHTS

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

MANAGEMENT RIGHTS:

Section 2.02. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions, except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

CALL-OUT BY NAME:

Section 2.03. The employer shall have the right to call one man per job by name from the out-of-work list.

WORKERS COMPENSATION INSURANCE:

Section 2.04. For all employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance, with a company authorized to do business in this state; Social Security; and other such protective insurance as may be required by the laws of the state in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of employees.

UNION RECOGNITION:

Section 2.05

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

(b). The Employer understands that the Local Union's jurisdiction- both trade and territorial- is not a subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

NON-RESIDENT EMPLOYEES: (*Portability*)

Section 2.06. 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.

Any outside firm doing electrical work within the jurisdiction of this Local Union shall be governed by the applicable Portability Agreement.

FAVORED NATIONS:

Section 2.07. 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 concessions.

Section 2.08. No individual connected with an employing concern as owner, manager, superintendent, or partner shall perform any manual electrical work except to assist in the interpretation of plans and specifications and the method of performing work on the job, in cooperation with the Foreman or General Foreman on jobs where there is a Foreman or General Foreman. Where there is none, he shall contact the journeyman in charge of the job.

Section 2.09

(a). No member of the Union, applicant, or employee, while he remains subject to employment by Employers operating under this Agreement, shall be recognized as a contractor for the performance of any electrical work.

(b). No Contractor shall be permitted to work with the tools. A Contractor shall mean an owner, partner, officer or any other person who shall have a direct and participating interest in the company.

Section 2.10

(a). Journeyman Wireman shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

(b). A Journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time unless errors were made by order 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.

(c). **Journeyman Upgrade Training:** North Florida Chapter NECA and IBEW Local 1205 have a vested interest in the future of the Electrical Industry. Therefore, a system of continuing education shall be developed and implemented by a joint labor management cooperative committee to meet the demand of rapidly changing technology in our industry.

UNION RIGHTS TO DISCIPLINE MEMBERS:

Section 2.11. The Union reserves the right to discipline its members for violation of its laws, rules

and agreement.

APPOINTMENT OF STEWARDS:

Section 2.12. The Union has the right to appoint Stewards at any shop and/or on any job where workers are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward in writing. Such Stewards shall be allowed sufficient time during regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at the shop or on the job. No Steward shall be discriminated against by any Employer because of the faithful performance of duties as Steward, nor shall and Steward be removed from the job unless 24 hour notice has been given to the Business Manager of the Union. Nothing in this section shall be construed to limit a Steward in performing work with the tools.

UNION JOB ACCESS:

Section 2.13. The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement. This would apply to jobs where the Employer has legal right to grant such access.

PICKET LANGUAGE

Section 2.14. This agreement does not deny the right of the Union or its representative to render assistance to other labor organizations when necessary and when the Union or its proper representatives decide to do so.

TOOL LIST:

Section 2.15. Journeymen and apprentices shall, at a minimum, provide themselves with the following tools:

- 1 pair 8 inch Klein Pliers (or equal)
- 1 pair diagonals
- 3 standard screwdrivers, assorted sizes
- 2 Phillips screwdrivers, assorted sizes
- 1 25-foot tape
- 1 pair long-nose pliers
- 1 6-foot rule
- 2 pair channel-lock pliers
- 1 pocketknife
- 1 hacksaw frame
- 1 voltage tester
- 1 Allen wrench set - to 3/8 inch
- 1 Roto-Split
- 1 Socket or Ratchet Wrench 3/8 to 3/4 inch with Drive
- 1 Pencil
- 1 digital VOM meter (optional)

The Employer will furnish necessary locked storage to reasonably protect tools from the weather and vandalism and will replace such tools as listed above when tools are damaged on the job or stolen from the locked storage.

When any tool is stolen or lost, it shall be reported to the Employer immediately. Personal tool or tools shall be replaced by the Employer within seventy-two (72) hours. Tools shall be of equal or better quality, American made and Union made where possible. When any tool becomes defective, it shall also be reported to the Employer immediately. Employees shall cooperate with the Employer in any control system which the Employer may use in the issuance and control of tools.

Section 2.16. The Employer shall furnish all other necessary tools or equipment. All such tools or equipment shall be in first class condition at all times. Workers will be held responsible for the tools or equipment issued to them, provided the Employer furnishes the necessary lockers, tool boxes, or other safe place of storage. Tools must be taken out and put away during working hours.

The Union shall have the jurisdiction over the handling and operation of Electrical tools after delivery to the job site. This is not to be construed in any way to prevent the contractor, common carrier or supplier's truck drivers from unloading at the job site. Materials including but not limited to fixtures, fittings, equipment, and accessories shall be unloaded, stored, relocated, or moved to the work area with apprentices when available. If apprentices are not available, supplemental help will be supplied.

AGE-RATIO:

Section 2.17. On all jobs requiring five or more Journeymen, at least every fifth Journeyman, if available, shall be 50 years of age or older.

ANNULMENT/SUBCONTRACTING:

Section 2.18. 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 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 provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

FOREMAN:

Section 2.19

(a). The Employer shall determine when supervision is required on jobs, or in a shop. The selection of/or promotion to Foreman shall be the prerogative of the employer. The Employer shall determine the duties and responsibilities of the Foreman, including working with tools and shall be responsible for their actions as Foreman. There shall be no limit to crew size. Any person designated as Foreman shall receive no less than the amount specified in the Agreement.

(b). Excepting as provided in Article II, Section 2.02, workmen are to take directions or orders, or accept the layout of any job from their Foreman. In the absence of the Foreman, the workmen shall receive instruction from the Employer or his representative. It shall be the duty of the Foreman, General Foreman and Journeyman to provide the Employer with the necessary report as required.

(c). Foremen or General Foremen or Employer or Representative shall be allowed to give momentary instructions to workmen in the absence of a Foreman and General Foreman to prevent damage or loss to persons or property.

ARTICLE III

HOURS/WAGES/WORKING CONDITIONS

HOURS:

Section 3.01

(a). Eight hours work between the hours of 6 a.m. and 6 p.m., with 30 minutes for a lunch period between 11 a.m. and 1 p.m. shall constitute the workday. Five such days, Monday through Friday, shall constitute the workweek. The normal workday may be varied by no more than 2 hours by mutual agreement between the Union and the Employer.

FOUR 10-HOUR DAYS:

(b). The Employer, with 24-hour prior notice to the Union, may institute a workweek consisting of four consecutive 10-hour days between the hours of 6 a.m. and 6 p.m., Monday through Friday, with one-half hour allowed for a lunch period. Monday or Friday may be used as a make up day, and if utilized, a minimum of eight hours must be scheduled. After 10 hours in a workday, or 40 hours in a workweek, overtime shall be paid at a rate of 1 ½ times the regular rate of pay. No make-up day shall be utilized for a Holiday.

BREAKS:

(c). Any work performed during the lunch period shall be paid for at the applicable overtime rate. Further, no employees shall be required to work more than five consecutive hours without a 30 minute lunch period. Any employee who works during this period may reschedule a lunch period without pay or continue to work the remainder of the work day.

(d). Workmen shall be allowed a 10 minute break during every consecutive four hour period, to be taken at a mutually agreed upon place and time. Employees are expected to bring their own lunches and beverages.

OVERTIME/HOLIDAYS:

Section 3.02

(a). All work performed outside of the stated hours, on Saturdays and on Sundays will be paid at time and one-half of the regular straight-time rate. The following holidays shall be paid at double the straight-time rate: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day or days celebrated as such.

Any holiday falling on Saturday shall be celebrated on Friday. Any holiday falling on Sunday (except Easter Sunday) shall be celebrated on Monday.

(b). When a job is of such nature that a Check-in and/or Check-out system is necessary, the employer shall notify the Business Manager and a mutually satisfactory system shall be worked out between the parties.

(c). When an employee works more than four hours overtime after the regular working hours of any day, he shall be allotted 30 minutes for a meal and at five hour intervals thereafter, meal time shall be paid by the employer.

Employees required to work in excess of 16 hours and who are instructed to report to work during normal work hours the same day shall continue to receive the overtime rate until the employee has received at least eight hours rest.

On all jobs where not more than one (1) Foreman is required under the terms of this Agreement, and four (4) or more workmen are required to work overtime, one (1) workman shall be paid Foreman's rate of pay.

(d). If an employee misses scheduled straight time work through no fault of the contractor, and without receiving prior approval from the contractor, the employee shall not be eligible for overtime pay, until the employee has first completed forty straight time hours in the work week. Holidays will not count against the employee in this calculation. Overtime previously earned outside of scheduled work hours will not be lost under this article.

(e). Every effort shall be made to notify all employees 24 hours prior to working overtime unless such work is of an emergency nature. It shall be the option of any employee presently working to accept the assignment.

Section 3.03.

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

PAYDAY:

Section 3.04.

(a). Wages shall be paid weekly by check no later than the end of the scheduled work day on Thursday, with the exception that wages may be paid in cash no later than the end of the scheduled workday on Friday. The Employer may require participation in a Direct Deposit program. Not more than four days' wages may be withheld at any time. When two or more workmen are employed on the same job, they shall be paid at the job. All employers shall establish and maintain a Monday through Sunday Pay week.

(b). When proper pay is not received waiting time will be paid at the rate of two hours at time and one-half of the regular rate each day starting noon Friday, Monday-Friday, with noon the beginning of each new day. The employee shall notify the immediate supervisor when the improper pay is discovered.

(c). Any workman laid off by the Employer shall be paid all his wages immediately either by check or same day direct deposit. Any workman discharged for cause by the Employer shall be paid all his wages by the end of the next business day either by check or direct deposit. Payments made by check shall be delivered to the Union Hall. In the event he is not paid off, waiting time at the regular rate shall be charged until payment is made, not to exceed eight hours within each day. In the event a paycheck is mailed to an employee it shall be mailed certified mail.

(d). All out of state contractors must open a local bank account from which payroll checks are drawn. All paycheck stubs must state year-to-date totals on wages, NECA-IBEW Local Union #1205 Pension Fund, and amount of taxes.

CLASSIFICATIONS/WAGES:

Section 3.05

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

EFFECTIVE 6/7/2021 increase of \$1.30 to the Inside Journeyman wage			
INSIDE		ZONE 1 (125% of Inside Rate)	
JOURNEYMAN WIREMAN	\$27.80	ZONE 1 JOURNEYMAN WIREMAN	\$34.75
FOREMAN	\$31.41	ZONE 1 FOREMAN	\$39.26
GENERAL FOREMAN	\$32.80	ZONE 1 GENERAL FOREMAN	\$41.05
EFFECTIVE 6/6/2022 increase of \$1.30 to the Inside Journeyman wage			
INSIDE		ZONE 1 (125% of Inside Rate)	
JOURNEYMAN WIREMAN	\$29.10	ZONE 1 JOURNEYMAN WIREMAN	\$36.37
FOREMAN	\$32.88	ZONE 1 FOREMAN	\$41.09
GENERAL FOREMAN	\$34.34	ZONE 1 GENERAL FOREMAN	\$42.91
EFFECTIVE 6/5/2023 increase of \$1.00 to the Inside Journeyman wage			
INSIDE		ZONE 1 (125% of Inside Rate)	
JOURNEYMAN WIREMAN	\$30.10	ZONE 1 JOURNEYMAN WIREMAN	\$37.62
FOREMAN	\$34.01	ZONE 1 FOREMAN	\$42.51
GENERAL FOREMAN	\$35.51	ZONE 1 GENERAL FOREMAN	\$44.39
EFFECTIVE 1/1/2024 increase of \$0.30 to the Inside Journeyman wage			
INSIDE		ZONE 1 (125% of Inside Rate)	
JOURNEYMAN WIREMAN	\$30.40	ZONE 1 JOURNEYMAN WIREMAN	\$38.00
FOREMAN	\$34.35	ZONE 1 FOREMAN	\$42.94
GENERAL FOREMAN	\$35.87	ZONE 1 GENERAL FOREMAN	\$44.84
A reallocation from the wage may be made once per year to cover the cost of FMCP			

APPRENTICE WIREMAN – SIX (6) PERIODS

EFFECTIVE 6/7/2021 no change		
1ST PERIOD	Year 1	50% OF JOURNEYMAN WIREMAN RATE
2ND PERIOD	Year 1	50% OF JOURNEYMAN WIREMAN RATE
3RD PERIOD	Year 2	55% OF JOURNEYMAN WIREMAN RATE
4TH PERIOD	Year 3	60% OF JOURNEYMAN WIREMAN RATE
5TH PERIOD	Year 4	70% OF JOURNEYMAN WIREMAN RATE
6TH PERIOD	Year 5	80% OF JOURNEYMAN WIREMAN RATE
EFFECTIVE 6/5/2023 2% increase to Years 1-3, (Periods 1-4)		
1ST PERIOD	Year 1	52% OF JOURNEYMAN WIREMAN RATE
2ND PERIOD	Year 1	52% OF JOURNEYMAN WIREMAN RATE
3RD PERIOD	Year 2	57% OF JOURNEYMAN WIREMAN RATE
4TH PERIOD	Year 3	62% OF JOURNEYMAN WIREMAN RATE
5TH PERIOD	Year 4	70% OF JOURNEYMAN WIREMAN RATE
6TH PERIOD	Year 5	80% OF JOURNEYMAN WIREMAN RATE

GENERAL FOREMAN:

Not less than 18% above applicable Journeyman's hourly rate of pay.

FOREMAN:

Not less than 13% above applicable Journeyman's hourly rate of pay.

WELDER:

A Journeyman, when referred out as a welder, shall be paid an additional 10% per hour when welding with a minimum requirement of two hours of that premium pay. The employer shall provide hood and gloves. However, the employee may provide his own set of hood and gloves, but must be industry standard.

JOURNEYMAN WIREMAN(When Cable Splicing):

Foreman's rate of pay. Cable splicing shall be defined as any splice pertaining to lead or paper or any cable over 15 KVA.

INSTRUMENT & CONTROL TECHNICIAN:

Journeyman's rate of pay.

HVAC TECHNICIAN:

Journeyman's rate of pay.

HAZARD PAY:

Employees working from boatswain's chair or spider will be paid time and a half (1-1/2) the straight time rate of pay while performing such work.

FRINGES:

(b). In addition to the above hourly rates, payments shall be made as follows:

NECA/IBEW Family Medical Care Plan

A reallocation from the wage may be made once per year to cover the cost of FMCP

Effective 6/7/2021

ALL JOURNEYMAN WIREMAN CLASSIFICATIONS	\$7.34 per hour worked
ALL APPRENTICE CLASSIFICATIONS	\$4.78 per hour worked
CW1B/CW2/CW3/CW4/CE1/CE2/CE3 (Plan 14S)	\$4.87 per hour worked
CW1A	no contributions

Effective 6/6/2022

ALL JOURNEYMAN WIREMAN CLASSIFICATIONS	\$7.47 per hour worked
ALL APPRENTICE CLASSIFICATIONS	\$4.86 per hour worked
CW1B/CW2/CW3/CW4/CE1/CE2/CE3 (Plan 14S)	\$4.96 per hour worked
CW1A	no contributions

National Electrical Benefit Fund (NEBF)

3% of Gross Labor Payroll

NEIF

1% of Productive Labor Payroll

NECA-IBEW Local Union #1205 Pension Fund (NEBA)

Effective 6/7/2021

ALL JOURNEYMAN WIREMAN CLASSIFICATIONS	11% of Gross Pay
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ALL APPRENTICE, CW, & CE CLASSIFICATIONS	no contributions
Effective 6/5/2023	11% of Gross Pay
ALL JOURNEYMAN WIREMAN CLASSIFICATIONS	11% of Gross Pay
APPRENTICE WIREMAN 6TH PERIOD (5th Year)	11% of Gross Pay
APPRENTICE WIREMAN 1ST-5TH PERIOD (1st-4th Year)	no contributions
CW1A/CW1B/CW2/CW3/CW4/CE1/CE2/CE3	no contributions
Apprenticeship Fund	\$0.38 per hour worked
NLMCC	\$0.01 per hour worked
GLMCC	\$0.01 per hour worked
Florida Building Trades (FBT)	\$0.01 per hour worked
Local Union Affiliate Fund	\$0.01 per hour worked
PAYROLL DEDUCTIONS	
PAC (with signed authorization)	\$0.05 per hour worked
Advertising Fund (with signed authorization)	\$0.05 per hour worked
Local Union Dues (with signed authorization card)	5% of gross wages
National Electrical 401k Plan (with signed participant information sheet)	% of gross wages elected

Payment shall be forwarded monthly to the Board 11 Collective Account Trust 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.

TRAVEL TIME:

Section 3.06. The Employer shall pay for travel and furnish transportation for all workmen, tools and material from shop to job, job to job and job to shop. No employee shall use his personal vehicle for transportation of the Employer's tools or materials and he shall not be required to do so by the Employer. Under no circumstances shall an employee, or any member of the employee's family, rent or lease any vehicle of any type to the Employer unless they own or operate a bona fide rental lease agency.

UNION DUES DEDUCTION:

Section 3.07

(a.) Each individual Employer shall furnish the Union with a copy of their weekly payroll showing the names of all workmen together with the number of hours worked and the amount of wages paid. It is agreed that each individual Employer shall deduct from the individual member's wages a sum to be certified by the Local Union from time to time, and upon written authorization of each member, which shall be forwarded monthly to Board 11 Collective Account Trust, covering the Member's additional working dues to the Union.

In no case shall this deduction be received in the Board 11 Collective Account Trust office any later than fifteen (15) calendar days following the end of each calendar month.

IBEW PAC DEDUCTION:

(b.) The Employer agrees to deduct and transmit to IBEW PAC an amount of five cents (\$0.05) for each hour worked from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by IBEW PAC.

These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such

employee.

These deducted funds are to be included in your monthly payroll report and mailed to reach Board 11 Collective Account Trust Fund not later than fifteen (15) calendar days following the end of each calendar month.

ADVERTISING FUND DEDUCTION:

(c.) The Employer agrees to deduct, upon receipt of an authorization card which has been signed freely and voluntarily and not out of fear of reprisal, from the pay of each IBEW member, the sum of five cents (\$.05) for each hour worked. Each Employee shall understand that Local Union 1205 Advertising Committee will use the money contributed to advertise. These deducted funds are to be included in your monthly payroll report and mailed to reach Board 11 Collective Trust Account not later than fifteen (15) calendar days following the end of each calendar month.

SHOW-UP PAY:

Section 3.08

(a.) Any man required to report and who reports for work on Saturday, Sunday, or the recognized holidays in this Agreement, shall receive pay for not less than four (4) hours at the overtime rate for the type of work in question on all industrial work. This shall apply to shop and job.

(b.) When employees are directed to report to a job and do not start work due to weather conditions, lack of materials or other causes beyond the Employers control, they shall receive two (2) hours at the regular straight time rate of pay. The employees shall remain on the job available for work during the period for which they are being paid or until they are released by the Employer or the Employer's representative.

(c.) A referred employee, upon hire, shall be reimbursed reasonable time lost for training pertaining to the jobsite.

(d.) A referred employee, upon hire, shall be reimbursed two hours pay for time lost for drug testing required.

Section 3.09

(a.) 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). When so elected by the contractor, multiple shifts of at least four (4) days' duration may be worked, Monday through Friday. When two (2) are worked:

The first shift (day shift) shall consist of ten (10) consecutive hours worked between the hours of 6:00 A.M. and 6:00 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 ten (10) hours worked between the hours of 6:00 P.M. and 6:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

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 (1-1/2) 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 a second shift is 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.

Section 3.10

(a). Any man reporting for work as defined herein, and being terminated, not having been notified the day previous of such termination, shall receive not less than two (2) hours wages in order to gather his tools and personal belongings and shall be paid off in full immediately. Employees reporting for work, not having been notified the previous day by the Employer not to report, shall receive two hours pay for reporting at the prevailing rate.

(b). Any man being terminated between the hours of 10:00 a.m. and 4:30 p.m. shall be notified not less than one hour prior to termination to allow him sufficient time to gather his personal belongings. In the event the employee is not paid off, waiting time at the regular rate shall be

charged until payment is made providing the men remain available. It shall be the duty of the employee to notify the Employer or his representative not later than 15 minutes prior to starting time if he is unable to work.

(c). Termination slips will be given upon termination of any employee.

Section 3.11. The Employer shall furnish sanitary drinking ice water, sanitary drinking cups, hand cleaning capability (when possible), and sanitary toilets for the employees.

TWO WEEKS VACATION:

Section 3.12. Employees shall be allowed to take two weeks vacation per year after giving reasonable notice to the Employer.

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 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.

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 (4) 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 (1) 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:

<u>STATE OF FLORIDA</u>				
Alachua	Columbia	Hamilton	Levy	Suwannee
Bay	Dixie	Holmes	Liberty	Taylor
Bradford	Franklin	Jackson	Madison	Union
Calhoun	Gadsden	Jefferson	Marion	Wakulla
Citrus	Gilchrist	Lafayette	Putnam **	Walton
Clay *	Gulf	Leon	Sumter ***	Washington

<u>STATE OF GEORGIA</u>				
Berrien	Cook	Echols	Lanier	Seminole
Brooks	Decatur	Grady	Lowndes	Thomas

* That portion of Clay County south of a line which has its place of beginning on the Clay-Putnam County Line at the point where the Clay-Putnam County Line changes its course from a westerly to a southwesterly direction thence from this point a line running due west to an intersection with the Clay-Bradford County Line.

** That portion of Putnam County west of the St. Johns River.

*** Only that portion of Sumter County north of a line having its place of beginning at the intersection of the Sumter-Citrus-Hernando County Lines and running due east to the Sumter-Lake County Line.

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 in areas under the Davis-Bacon Act to which to 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 (1) 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. "Examination" - An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) 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.

RE-REGISTRATION

Section 4.12. An applicant who has registered on the "Out of Work List" must renew his application in January and July between the 10th and the 16th of the month or his name will be removed from the "List".

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:

(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.

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

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

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

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

ARTICLE V

APPRENTICE AND TRAINING

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 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 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 qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

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

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

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

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 the Agreement.

Section 5.12. Each job site shall be allowed a ratio of two apprentices for every three Journeyman Wiremen.

Number of Journeyman	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
Etc.	Etc.

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

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

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 journeyman 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 thirty-eight cents (\$0.38) per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

FRINGE BENEFITS/RECEIVING TRUST

NEBF:

Section 6.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to three percent (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 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.

FRINGE BENEFITS:

Section 6.02. In addition to the above hourly rates, payments shall be made as follows:

HEALTH AND WELFARE PLAN:

The Employers shall contribute into the NECA/IBEW Family Medical Care Plan:

NECA/IBEW Family Medical Care Plan

A reallocation from the wage may be made once per year to cover the cost of FMCP

Effective 6/7/2021

ALL JOURNEYMAN WIREMAN CLASSIFICATIONS	\$7.34 per hour worked
ALL APPRENTICE CLASSIFICATIONS	\$4.78 per hour worked
CW1B/CW2/CW3/CW4/CE1/CE2/CE3 (Plan 14S)	\$4.87 per hour worked
CW1A	no contributions

Effective 6/6/2022

ALL JOURNEYMAN WIREMAN CLASSIFICATIONS	\$7.47 per hour worked
ALL APPRENTICE CLASSIFICATIONS	\$4.86 per hour worked
CW1B/CW2/CW3/CW4/CE1/CE2/CE3 (Plan 14S)	\$4.96 per hour worked
CW1A	no contributions

Payment shall be forwarded monthly to the Board 11 Collective Account Trust 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.

FLORIDA BUILDING TRADES CONTRIBUTION:

The Employer shall pay one cent (\$.01) per hour worked for the Florida Building Trades Affiliation. Payment shall be forwarded monthly to Board 11 Collective Account Trust 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.

LOCAL UNION AFFILIATE FUND:

The Employer shall pay one cent (\$.01) per hour worked for the Local Union Affiliate Fund. Payment shall be forwarded monthly to the Board 11 Collective Account Trust 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.

NATIONAL LABOR – MANAGEMENT COOPERATIVE COMMITTEE:

The employer shall pay one cent (\$.01) per hour worked up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly to the Board 11 Collective Account Trust 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.

GAINESVILLE LABOR MANAGEMENT COOPERATIVE COMMITTEE:

The Employer shall pay one cent (\$.01) per hour worked for the Gainesville Labor Management Cooperative Committee Fund. Payment shall be forwarded monthly to the Board 11 Collective Account Trust 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.

NECA-IBEW LOCAL UNION #1205 PENSION FUND:

The Employer shall contribute into the Local Union 1205 Pension Fund as established by the Amended Agreement and Declaration of Trust executed as of November 1, 1973, an amount equal to eleven percent (11%) of the employee's gross wages. The payment shall constitute a debt due and owing to NECA-IBEW LOCAL UNION #1205 PENSION FUND on the last day of each calendar month. The payment and payroll report shall be mailed to reach Board 11 Collective Account Trust not later than fifteen (15) calendar days following the end of each calendar month. Individual Employers who fail to make payment as provided above shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union provided that Employers fail to show satisfactory proof that delinquent payments have been made to the Pension Fund.

The Employer agrees to be bound by the Amended Agreement and Declaration of Trust of the NECA-IBEW LOCAL UNION #1205 PENSION FUND in the administration of the Fund pursuant to the provision of the Amended Agreement and Declaration of Trust or as it may hereafter be amended.

The Employer agrees that it shall be bound by all actions taken by the Trustees of the NECA-IBEW

LOCAL UNION #1205 PENSION FUND in the administration of the Fund pursuant to the provision of the Amended Agreement and Declaration of Trust or as it may hereafter be amended.

ADMINISTRATIVE MAINTENANCE/RECEIVING TRUST FUNDS:

Section 6.03. There is hereby established a one-check payment on all Funds as well as NEBF, IBEW assessments, and NECA dues where applicable, to a Receiving Trust. This Receiving Trust Fund shall be known as the "Board 11 Collective Account Trust." The fund is to be administered solely by the employers. The fund may not be used in any manner detrimental to the Local Union or IBEW.

Section 6.04. Effective August 1, 1998, the employers shall contribute ten cents (\$.10) per hour for each hour actually worked including premium and/or overtime hours for all employees covered by this Agreement to the "Board 11 Collective Account Trust." These monies are specifically for the purpose of administering the Electrical Industry Receiving Trust Fund and shall be paid to the Administrative Group and/or Administrator of the Fund. The contribution rate of ten cents (\$.10) is specifically charged to administer the Receiving Trust. The Administrative Group and/or the Administrator of the Receiving Trust Fund shall be appointed by the North Florida Chapter, NECA.

Section 6.05.

(a). Monies received by the Receiving Trust Fund will be paid to the respective IBEW Local Union 1205 Pension Fund, the Electricians Local Union 1205 Health & Welfare Fund, and the Joint Apprenticeship and Training Trust Fund, in accordance with the terms of the Articles provided herein;

(b). Additional monies received by the Receiving Trust Fund shall be paid to the NEBF, IBEW assessments, IBEW PAC and NEIF (if applicable), in accordance with the terms of the Articles provided herein;

(c). Additional monies received by the Receiving Trust Fund on behalf of the NECA members and designated as NECA dues shall be forwarded to the North Florida Chapter, NECA. The NECA dues may not be used in any manner detrimental to the Local Union or the IBEW, and the enforcement for delinquent payments of these funds shall be the sole responsibility of the fund or the employers and not the Local Union.

Section 6.06. It is understood and agreed that the failure of any employer to pay the proper amounts to the Electrical Industry Receiving Trust Fund as required shall constitute a breach of this Labor Agreement. Enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the employers and not the Local Union.

ARTICLE VII

NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

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 **(Gainesville Labor Management Cooperative Committee - GLMCC)**

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:

- 1) to improve communications 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 industry;
- 6) 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;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) 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 \$0.01 per hour worked. 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 North Florida 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 COMMITTEE (NLMCC)

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 organization effectiveness;
- 3) to assist worker 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.

Section 9.02. 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 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. North Florida 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 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 X

SAFETY

Section 10.01. The Employer shall implement an overall electrical safety program that directs activity appropriate for the voltage, energy level, and circuit conditions in accordance with all applicable laws and the Employer's Safety Policy, but at a minimum the following shall be required:

Two (2) or more journeyman shall work together as a safety measure on all energized circuits or equipment carrying 440 volts or over, or on work in any location considered to be hazardous by the journeyman performing the work. A journeyman shall be permitted to de-energize circuits of 440 volts or over by opening an enclosed switch.

It shall be the duty of every journeyman who installs name plates, cable marking tags, etc., to be positive that such markings are properly installed as to circuits and voltage. On high voltage circuits above 440 volts the marking of all circuits and nameplates shall be verified by the owner's inspector as to correctness and proper location.

(a). Controls. Controls that are to be deactivated during the course of work on energized or de-energized equipment or circuits shall be tagged.

(b). Equipment and Circuits. Equipment or circuits that are de-energized shall be rendered inoperative and shall have tags attached at all points where such equipment or circuits can be energized.

(c). Tags. Tags shall be placed to identify, plainly, the equipment or circuits being worked on.

In the absence of the owner's inspector the installation of such marking tags and name tags shall be verified by at least two (2) journeymen on the job and they shall make a record of such marking tag installations, which record is to be filed with the Employer and all parties concerned.

No journeyman shall work on any energized circuit of any voltage unless the circuit or circuits have been properly tested to determine the voltage reading in order that the proper safety measures and precautions to protect life, limb and property may be taken, and then proceed with the work. Such tests shall be conducted prior to exposure to the conductors or parts of the conductors.

ARTICLE XI

SUBSTANCE ABUSE

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 401(k) 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.

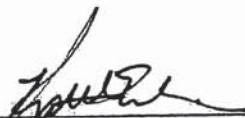
The failure of an individual Employer to comply with the applicable provisions of the Agreement and Trust shall also constitute a breach of his labor agreement.

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.

SIGNED FOR THE EMPLOYER:

North Florida Chapter, Inc.
National Electrical Contractors
Association, Inc.

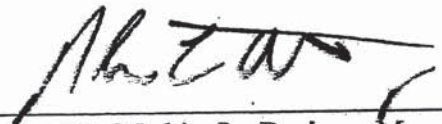


Kathleen Enkiri, Chapter Manager

8-31-21
Date

SIGNED FOR THE UNION:

International Brotherhood
of Electrical Workers
Local Union 1205



Nelson L. Mathis, Jr., Business Manager

8-31-21
Date

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

November 3, 2021

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement