

# **INSIDE WIREMAN AGREEMENT**

**AS AMENDED AND REVISED  
12-01-2021 THRU 11-30-2024**

**between**

**GULF COAST CHAPTER N.E.C.A.  
SHEFFIELD ALABAMA DIVISION**

**and**

**LOCAL UNION 558  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
Sheffield, Alabama**

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**Working dues are to be deducted from the employee’s weekly payroll check and forwarded to the Local Union once monthly in the amount of 3% of the employee’s gross wages. This is to be forwarded along with a copy of the NEBF reporting form not later than fifteen calendar days following the end of each calendar month.**

**Should you have any questions with regard to any of the above please do not hesitate to call us at the Local Union office in Sheffield, Alabama at (256) 383-4661 or (256) 383-2279 or the NECA Office in Birmingham (205) 942-6322.**

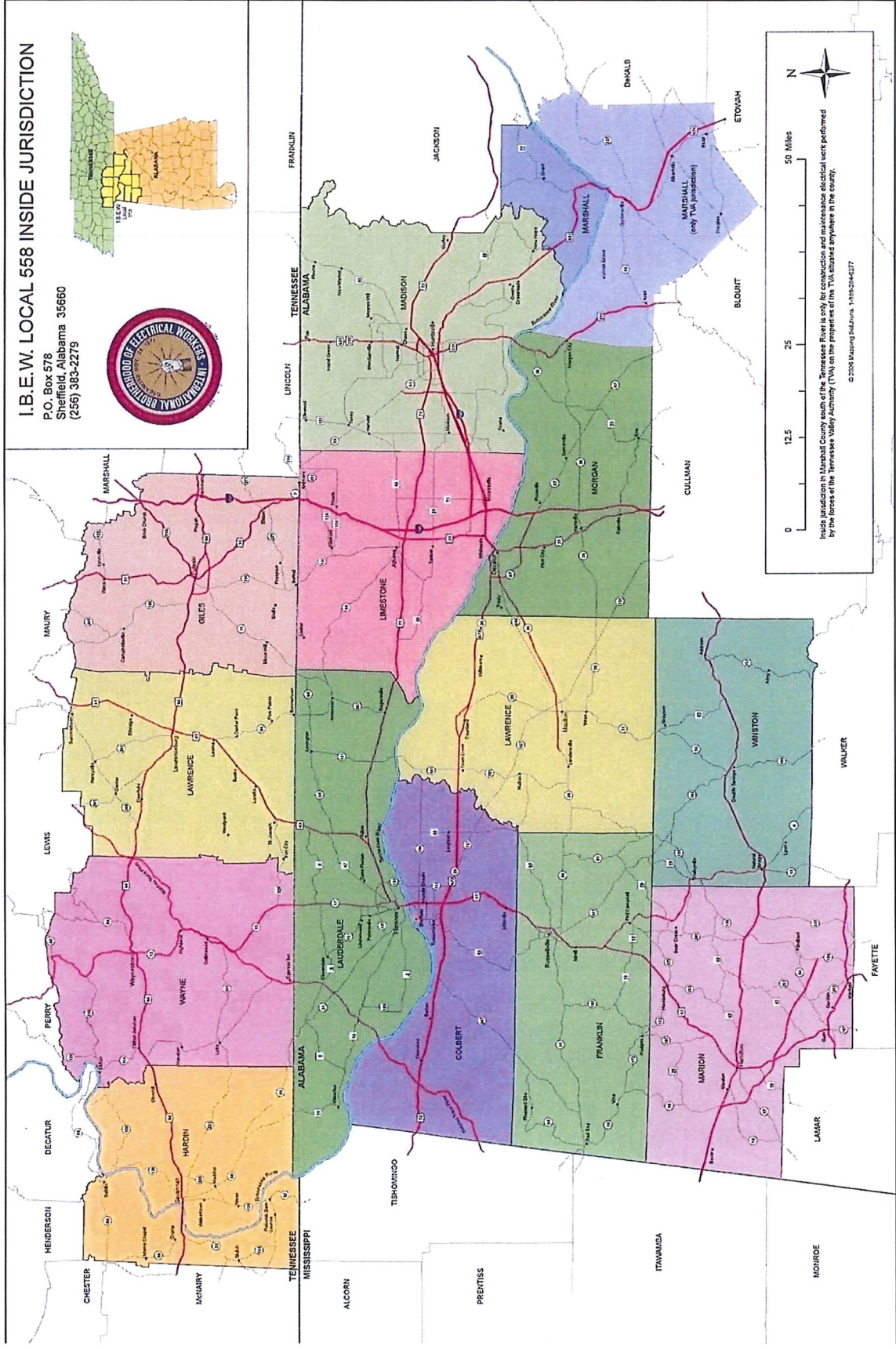
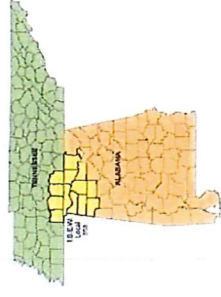
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# I.B.E.W. LOCAL 558 INSIDE JURISDICTION

P.O. Box 578  
Sheffield, Alabama 35660  
(256) 383-2279



0 12.5 25 50 Miles

Inside Jurisdiction in Marshall County south of the Tennessee River is only for construction and maintenance electrical work performed by the forces of the Tennessee Valley Authority (TVA) on the project of the TVA located anywhere in the county.  
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## INSIDE WIREMAN AGREEMENT

Agreement by and between the SHEFFIELD ALABAMA DIVISION, GULF COAST CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, AND LOCAL UNION NO. 558, 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 Sheffield Alabama Division, Gulf Coast Chapter, National Electrical Contractors Association, and the term, "UNION" shall mean Local Union 558, International Brotherhood of Electrical Workers. The term "EMPLOYER" shall mean an individual firm who has been recognized by an assent to this Agreement.

### BASIC PRINCIPLES

The Employer and 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 continuous peace and by adjusting any differences by rational, common-sense methods. Now, therefore, in consideration of the mutual promises and agreements 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 December 1, 2021 and shall remain in effect through November 30, 2024, unless otherwise specifically provided for herein. It shall continue in effect from year to year, thereafter, from December 1 through November 30 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 20<sup>th</sup> of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

Section 1.03 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

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 through 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.

### **WORKERS' COMPENSATION INSURANCE:**

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

Section 2.04 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.

### **SURETY BOND:**

Section 2.05(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 directly to the Trustees of the affected funds or to their designated agents.

**UNION RECOGNITION:**

Section 2.06 The Employer recognizes the Union as the 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. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

**NON-RESIDENT EMPLOYEES: (Portability)**

Section 2.07 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.

Section 2.08 Members of the Union, except those meeting the requirements of the Employer as defined herein, shall not contract for any electrical work.

No individual connected with an employing concern as owner, partner, manager or superintendent shall be allowed to perform any manual electrical work. However, nothing in this rule shall be construed as preventing any individual from making temporary repair or adjustment where an emergency exists involving a hazard of life or property.

Section 2.09 Workmen shall install all electrical work in a safe and workman like manner and in accordance with applicable code and contract specifications.

Section 2.10 A Journeyman shall be required to make corrections in improper workmanship for which he is responsible on his own time and during regular working hours, 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.

**UNION RIGHT 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 shall have the right to appoint a Steward on any job or at any shop where workmen are employed under this Agreement. Such Steward shall see that the terms and conditions of this agreement are observed, and at no time shall the Employer discriminate against a Steward because of his faithful performance of his duties.

The Steward will work with the tools, however, he shall be allowed sufficient time to perform his duties.

**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.

Section 2.14 This Agreement does not deny the right of the Union or its representatives to render assistance to another labor organization by removal of its members from jobs when necessary and when the Union or its proper representative decides to do so; but no removal shall take place until notice is first given to the Employer involved.

Section 2.15 When such a removal takes place, the Union or its representatives shall direct the workmen on such job to carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

**TOOL LIST:**

Section 2.16 Journeymen shall be required to furnish the following minimum list of tools:

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| Knife                            | Pencil                            |
| Six Foot Rule                    | Hammer                            |
| Center Punch                     | Hacksaw Frame                     |
| Adjustable Pliers (Channel Lock) | Stak-on Pliers                    |
| 6" Straight Blade Screwdriver    | Small Level                       |
| 8" Straight Blade Screwdriver    | Side Cutter Pliers                |
| 6" Phillips Screwdriver          | 8" Wrench – adjustable (Crescent) |
| Digital Multimeter               |                                   |



Section 2.17 The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary locker, toolbox or other safe places for storage.

**SAFETY SHOES:**

As a minimum, the safety toe boot must meet at least ASTM F 2412-05 and ASTM F 2413-05 requirements.

**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 Section 2.19 of this Article, 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.

Section 2.19 The subletting, assigning or transfer by an individual Employer of any work in connection with the 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.

Section 2.20 All charges of violations of Section 2.19 of this Article 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.

**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 between 12:00 and 12:30 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 two (2) hours by mutual agreement between the Union and the Employer.

Section 3.02(a). All work performed outside the regular work hours shall be paid for at one and one-half times (1½) the regular rate of pay except Sunday and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, to be paid for at double (2x) the regular straight time rate of pay. Holidays shall be observed on the day they fall.

(b). Any time worked, after 40 hours at the straight-time rate of pay has been worked, the appropriate overtime rate of pay shall be paid. An exception being upon initial hiring, the 40



hour requirement is not in effect for work outside regular hours. Any time worked after 10 hours will be paid at the appropriate overtime rate of pay.

(c) Forty hour language will not be in effect and is not intended to make-up straight time hours missed due to job-site being closed outside of the electrical contractors' control.

Section 3.03 No work will be performed on Labor Day except in case of emergency and then only after permission is granted by the Business Manager of the Local Union.

Section 3.04 Overtime shall be equally divided on the job insofar as practical to include apprentices at normal ratios.

Section 3.05 Wages shall be paid weekly, not later than quitting time on Friday and not more than five (5) days wages may be withheld at any time. In the event he is not paid off, waiting time at the regular rate of pay will be paid at eight (8) hours per day until payment is made. Any workman laid off or discharged by the employer shall be paid his wages immediately, in the event layoff or discharge is made during off shift hours, or non-business day, the workman will be paid by close of business the following business day. In the event he is not paid off, waiting time at the regular rate of pay will be paid at eight (8) hours per day until payment is made.

Section 3.06 When an Employer uses checks as a method of paying employees wages, the Employer shall be required to maintain sufficient funds to cover said checks. Should the checks be returned to employees for any reason, the Employer, when requested by this Local Union shall then be required to pay off in cash until satisfactory arrangements have been made. 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.

**CLASSIFICATIONS/WAGES:**

Section 3.07(a) The minimum hourly rate of wages shall be as follows:

	Effective 12/01/2021	Effective 12/01/2022	Effective 12/01/2023
Journeyman Wireman - Journeyman Technician	\$30.10	\$31.40	\$32.60
Foreman (\$3 above JW)	\$33.10	\$34.40	\$35.60
General Foreman (\$4 above JW)	\$34.10	\$35.40	\$36.60

Journeyman Mechanic	Instrument	\$30.10	\$31.40	\$32.60
Journeyman Technician	Instrument			

APPRENTICE WIREMAN – SIX (6) PERIODS INDENTURED BEFORE JULY 9, 2019

- 1ST PERIOD    45 % OF JOURNEYMAN WIREMAN RATE
- 2ND PERIOD    50 % OF JOURNEYMAN WIREMAN RATE
- 3RD PERIOD    55 % OF JOURNEYMAN WIREMAN RATE
- 4TH PERIOD    60 % OF JOURNEYMAN WIREMAN RATE
- 5TH PERIOD    70 % OF JOURNEYMAN WIREMAN RATE
- 6TH PERIOD    80 % OF JOURNEYMAN WIREMAN RATE

APPRENTICE WIREMAN – FIVE (5) PERIODS INDENTURED AFTER JULY 9, 2019

- 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

The apprentice rate will be figured on a percentage basis from year to year on the Journeyman rate.

Any portion of the above wage may be applied to the Health and Welfare Fringe Benefit, should such increase become effective during the life of this agreement, with such election to be at the discretion of the Union.

(b) Effective December 1, 2012, Journeyman Wireman employed under this agreement should complete eight (8) hours of continuing education annually. Journeyman Wireman completing this continuing education will receive the next scheduled wage increase eight (8) weeks ahead of the scheduled date. All aspects of the continuing education, including the course content shall be under the supervision and control of the North Alabama JATC, which shall be responsible for providing adequate courses frequent enough to ensure that all Journeyman Wireman have a reasonable opportunity to complete the eight (8) hours of training.

Section 3.08(a) No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Union when workers are ordered to report on the job.



(b) The Employer shall pay time for travel and furnish transportation from shop to job, job to job and job to shop within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, traveling time, room and board and all other necessary expenses.

Section 3.09 The Contractor shall see that adequate drinking water and sanitary facilities are available for all jobs. The Employer agrees to provide a suitable place on the job for the storage of workers tools and clothes. Heat will be provided when needed (eating area). Employer shall settle all fire loss for the benefit of himself and his employees.

Employees required to work in rainy weather (only in case of emergency) will be furnished rain gear by the employer.

All job sites have a completely equipped, OSHA approved first aid kit adequate to the number of persons on the jobsite.

**WORKING DUES:**

Section 3.10 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 By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer (3% of gross wages).

Section 3.11 On all jobs requiring three or more Journeymen, one shall be designated as Foreman by the Employer and shall be allowed to work with the tools until the seventh (7th) Journeyman is employed on the job. No Foreman shall be required to supervise more than ten journeymen at any one time.

A General Foreman shall be designated by the Employer after the fifth Foreman is designated.

Section 3.12 On jobs having a Foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except the Foreman. Apprentice will be under the supervision of a Journeyman Wireman, and subject to their directives at all times.

Section 3.13 No Foreman on one job shall at the same time perform work on another job.

- (A) The employer shall have the right to call Foreman by name provided:  
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.

Section 3.14 Any workman laid off or discharged shall be allowed one (1) hour to gather his tools and shall be paid all his wages immediately. In the event this employee is not paid off waiting time at the regular rate shall be charged until payment is made.

Section 3.15 When workmen report for work and no work is available, such workmen shall be paid four (4) hours reporting time at the prevailing rate of pay, except where such workmen are notified the day previous not to report.

When workmen report for work and no work is available because of inclement weather, such workmen shall be paid two hours reporting time at the prevailing rate of pay except where such workmen are notified the day previous not to report.

**SHIFT CLAUSE:**

Section 3.16 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.

Section 3.17 Prefabrication of electrical materials, except standard catalogue items, shall be performed by workmen employed under the terms of this Agreement. Standard catalogue items do not include items made to the special specifications of the Employer or the customer.

Section 3.18 When pipe cutting and threading machines are used, such shall be operated only by a qualified IBEW employee.

Section 3.19 There will be two (2) ten (10) minute breaks given to employees, one in the morning and one in the afternoon.

Section 3.20 On jobs where temporary electric light, heat or power are used by other trade, or trades, workmen shall be assigned to the maintenance of such temporary power and light installation. Wherein such temporary light and power installation require moving or servicing only workmen employed under the terms of this Agreement shall install or maintain temporary light and power work, providing the contractor is compensated for the work mentioned within this section.

Section 3.21 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 7 a.m. and 6 p.m., Monday through Thursday, or Tuesday through Friday, with one-half hour allowed for a lunch period. Friday or Saturday respectively, may be used as a make-up day, and if utilized, a minimum of eight hours work must be scheduled. After 10 hours in a workday, or 40 hours in a workweek, overtime shall be paid at a rate of 1½ times the regular rate of pay.

Section 3.22 When required, a second shift may be worked between the hours of 6 p.m. and 7 a.m., Monday through Thursday, with a makeup day on Friday. Workmen on the second shift shall receive ten (10) hours pay at the regular hourly rate for nine hours work. A meal period of thirty minutes shall be allowed on the shift.

All overtime work required after completion of the shift shall be paid at one and one-half times (1 ½ X) the shift hourly rate.

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

There shall be no requirement for a Day Shift when the Second Shift is worked.



**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:

**STATE OF ALABAMA: Counties of Colbert, Franklin, Lauderdale, Lawrence, Limestone, Madison, Marion, Morgan, Winston and Marshall, the portions north of the Tennessee River.**

**STATE OF TENNESSEE: Counties of Giles, Lawrence, Wayne and Hardin.**

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 4.12 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 4.13(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 4.13(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 4.14 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 4.15 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 FMCS member as a third and neutral party.

Section 4.16 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 4.17 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 4.18 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 4.19 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 4.20 An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that:

The former employee is in the highest level Group on the referral list containing applicants available for work, regardless of the individual's position on the list.

The recall is made within 60 days from the time of layoff; Short calls will not impact the right to recall.

The former employee has not quit his most recent employer under this agreement within the two weeks prior to the recall request; And the former employee is not an apprentice.”

Where adopted locally this language will eliminate furloughs.

## ARTICLE V INSIDE APPRENTICESHIP 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 or 4 ) \_\_\_\_ 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 two (2) apprentice(s) for every three (3) Journeyman Wiremen(man) .

Number of Journeymen	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 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: one percent (1%) of the gross monthly 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** **FRINGE BENEFITS**

### **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 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 this Agreement.

**HEALTH & WELFARE:**

Section 6.02(a) The Employer shall pay as follows:

- A. Journeyman Wireman and above – Seven Dollars and Twenty Five Cents (\$7.25) per hour worked.
- B. Unindentured – Five Dollars and Forty-Five Cents (\$5.45) per hour worked.
- C. Apprentices 1<sup>st</sup> year – Five Dollars and Seventy Cents (\$5.70) per hour worked.
- D. Apprentices 2<sup>nd</sup> thru 5<sup>th</sup> year – Five Dollars and Ninety Cents (\$5.90) per hour worked.

into the NECA-IBEW Welfare Trust Fund, Decatur, Illinois. Such Fund shall be jointly administered and shall meet all requirements of existing State and Federal Laws, and approved by the Internal Revenue Service. Contributions shall be made on or before the 15th day of the month following the month during which the hours of work were performed.

(b) Any additional increase to the Health and Welfare fund required during the term of this agreement ending November 30, 2024, will come from the employee wage rate.

**LOCAL PENSION:**

Section 6.03 Pension Trust Fund - The Employer shall pay the following per man hour worked into a pension trust fund:

	<b>Effective 12-1-21</b>
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<b>JOURNEYMAN &amp; ABOVE:</b>	\$5.50
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<b>APPRENTICES:</b> Indentured before July 9, 2019	<b>Percent</b>	<b>Effective 12-1-2021</b>	<b>Effective 12-1-2022</b>	<b>Effective 12-1-2023</b>
3 <sup>rd</sup> Period	55%	\$3.03	\$3.03	\$3.03
4 <sup>th</sup> Period	60%	\$3.30	\$3.30	\$3.30
5 <sup>th</sup> Period	70%	\$3.85	\$3.85	\$3.85
6 <sup>th</sup> Period	80%	\$4.40	\$4.40	\$4.40

<b>APPRENTICES:</b> Indentured after July 9, 2019	<b>Percent</b>	<b>Effective 12-1-2021</b>	<b>Effective 12-1-2022</b>	<b>Effective 12-1-2023</b>
1 <sup>ST</sup> Period	None	-0-	-0-	-0-
2 <sup>nd</sup> Period	55%	\$3.03	\$3.03	\$3.03
3 <sup>rd</sup> Period	60%	\$3.30	\$3.30	\$3.30
4 <sup>th</sup> Period	70%	\$3.85	\$3.85	\$3.85
5 <sup>th</sup> Period	80%	\$4.40	\$4.40	\$4.40

Such Fund will be jointly administrated by the IBEW Local Union 558 and NECA Trustees. Said Fund shall meet all applicable requirements of existing State and Federal Laws. Approval by the Internal Revenue Service must be secured prior to the purchase of coverage. The payment to this Fund, along with the appropriate payroll report shall be mailed to reach the office of the Southern Electrical Retirement Fund office not later than fifteen (15) calendar days following the end of each calendar month.

**ARTICLE VII**  
**NATIONAL ELECTRICAL 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:

- 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 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 organizational 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, 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 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 1 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 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**  
**N.E.C.A. DEPOSITORY**

Section 10.01 There is hereby established a one-check payment for all contract funds to the NORTH ALABAMA DEPOSITORY FUND, P. O. BOX 6215, MOBILE, ALABAMA 36660.

A. Employers shall forward to the NORTH ALABAMA DEPOSITORY FUND an amount equal to the total of all negotiated funds as found on the monthly transmittal form provided for reporting purposes.

B. All moneys received by the Depository will be paid to the North Alabama JATC, NEBF, the Southern Electrical Retirement Fund, the NECA-IBEW Health and Welfare Trust Fund, NECA, and the NLMCC in accordance with the terms of the Articles provided herein. The Depository shall receive 6/10 of 1% of the gross labor payroll for expenses incurred in processing. The administration and/or administrator of the Depository shall be appointed by the Gulf Coast Chapter, NECA.

C. The Depository Fund shall be administered solely by the Chapter and/or its employers.

D. The collection of the Depository Fund contributions and the enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund or the Employers and not the Local Union.

E. No part of the funds collected under the fund shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its Local Union.

**ARTICLE XI**  
**SAFETY**

Section 11.01 Two Journeymen shall work together on all energized circuits or equipment carrying 440 volts AC or 250 volts DC or respective higher voltages. Journeymen shall be used in assisting a Journeyman Wireman while splicing Cable.

On all sub-station steel work, a crewmember is appointed as safetyman.

**ARTICLE XII**  
**CREDIT UNION DEDUCTIONS**

Section 12.01 The Employer shall, upon written request of the employee withhold for Electrical Workers 558 Federal Credit Union and shall forward said deductions weekly to the Credit Union, along with a reporting form. The Credit Union shall furnish the Employer with the proper authorization forms for Credit Union deductions.

**ARTICLE XIII**  
**IBEW – PAC FUND**

Section 13.01 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 – PAC, to the Financial Secretary of IBEW, Local Union 558, P. O. Box 578, Sheffield, Alabama 35660.

**ARTICLE XIV**  
**SUBSTANCE ABUSE**

Section 14.01 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 XV**  
**CODE OF EXCELLENCE**

Section 15.01 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 XVI**  
**SEPARABILITY CLAUSE**

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

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 1st day of December, 2021.

SIGNED FOR THE EMPLOYER

Sheffield Alabama Division  
Gulf Coast Chapter  
National Electrical Contractors  
Association



Andrew Varvoutis  
Assistant Manager

SIGNED FOR THE UNION

International Brotherhood  
of Electrical Workers  
Local Union No. 558



Tony Quillen  
Business Manager



## INTRODUCTION TO DRUG AND ALCOHOL POLICY

### IBEW, LOCAL UNION 558

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.

The Local Union certifies that each member referred for employment is a qualified person and/or apprentice. With respect to past, present or future involvement or non-involvement with alcohol abuse, the Union makes no representation, warranty or guarantee for any person referred by the Local Union to the Contractor.

The Local Union is not responsible for ascertaining or monitoring the alcohol or drug-free status of any member. Nothing in this policy will make the Union liable to the Contractor, to any employee, or to any person. The Contractor agrees that the Union will not be held responsible for the acts, or failure to act, tortious or otherwise, of those it refers, including any other chemical testing that may incur, for whatever reason.

### GUIDELINES TO FOLLOW

1. All drug testing shall come under the controls and supervision of a physician with employee confidentiality protected in accordance with the "American Occupational Medical Association's Code of Ethical Conduct for Physicians Providing Occupation Medical Services" (adopted by the Board of Directors of AOMA's July 23, 1976) and AOMA's "Drug Screening in the Workplace Ethical Guidelines" (adopted July 26, 1986), and the Medical Review Officer Manual, as developed by the Nation Institute on Drug Abuse (published September 1988).



2. Urine drug testing shall be performed only by laboratories listed by the U. S. Department of Health and Human Services in its most current "List of Laboratories which Meet Minimum Standards to Engage in Urine Drug Testing for Federal Agencies," as set forth in the Federal Register.

3. All drug testing shall, as a minimum, be conducted in accordance with the U. S. Department of Health and Human Services' "Mandatory Guidelines for Federal Register." In addition to the "Guidelines," urine samples shall be separated into two containers at the time of donation of sample. One portion of the original urine sample shall be kept secure and chemically stable and made available for verification of laboratory testing results as provided in paragraph No. 7.

4. No adverse action nor discipline shall be taken against any employee or applicant for employment on the basis of an unconfirmed "positive" result of a drug test. Confirmation of positive results shall be conducted using the GCMS method or other method which may subsequently be recognized by the U. S. Department of Health and Human Services as the state-of-the-art for validity and accuracy of testing results.

5. A "positive" drug test result shall mean test levels on both the screening test and the confirmatory test that are recognized as positive by the U. S. Department of Health and Human Service in its "Mandatory Guidelines for Federal Workplace Drug Testing Programs" or in a subsequently issued rule or regulation issued by the Agency. A "positive" alcohol test result shall mean blood levels that are officially recognized as demonstrating alcohol intoxication by the Department of Health and Human Services.

6. In the case of a "positive" test result, the employee shall be so advised by the Company's medical personnel, on a confidential basis, prior to the reporting of the results to the employer, and the employee shall have the right to discuss and explain the results, including the right to advise the employer's medical personnel of any medication prescribed by his/her own physician, which may have affected the results of the test.

7. An employee, or applicant for employment, testing "positive" shall have the right to have the secured portion of his/her urine sample retested. If the retest is "negative" the employee shall be allowed to resume work immediately.

8. The employer shall provide information to employees concerning the employer's Employee Assistance program (Counseling Program) and/or availability of public and private drug counseling, employee assistance, rehabilitation and other drug and alcohol abuse treatment programs.

9. Any discipline or adverse action imposed by the employer as a result of the employer's drug and alcohol program, including the results of chemical testing, shall be subject to the grievance and arbitration procedure as provided in the collective bargaining agreement or in a separate agreement negotiated by the parties.

10. No employee shall be required to sign any waiver limiting the liability of any firm, laboratory, or person involved in the decision to test or the testing program and procedures.

Furthermore, where employers engage in chemical testing of employees or applicants for employment, because, as noted above, government laws and regulations or construction owners require such testing, the employers agree not to engage in any litigation against the local union in connection with any aspect of the employer's drug and alcohol testing program.

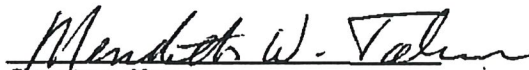
SIGNED: For IBEW,  
Local Union 558

SIGNED: FOR N.E.C.A.,  
Mississippi Chapter  
N. Alabama Division

W. LANCE BLACKSTOCK

MERIDITH M. TATUM

  
Business Manager

  
Chapter Manager

12-30-92


Date

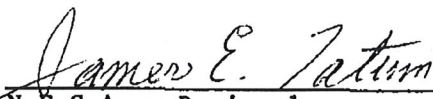
12-30-92

Date

LAVERNE TUCKER

JAMES E. TATUM

  
International Representative  
5th District, I. B. E. W.

  
N.E.C.A. - Regional  
Field Representative

12-30-92

Date

12/30/92

Date



SHEFFIELD: PHONES 383-2279 -- 383-4661

UNIT 1 - HUNTSVILLE  
HUNTSVILLE: PHONE 534-6951

# INTERNATIONAL BROTHERHOOD *of* ELECTRICAL WORKERS

**LOCAL UNION NO. 558**

P. O. BOX 578

SHEFFIELD, ALABAMA 35660-0578



The North Alabama Division, Central Mississippi Chapter, National  
Electrical Contractors Association

and

International Brotherhood of Electrical Workers, Local Union 558

Meeting July 29, 1993, 1:30 P.M.  
Ramada Inn  
Sheffield, Alabama

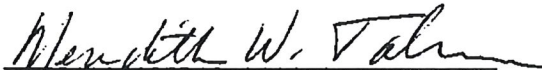
Those in attendance:

N.E.C.A.: Meridith W. Tatum - Chapter Manager  
Charles Crow - Garnet Electric Co.  
Bobby G. Thompson - Williams Electric Co.  
Billy Johnson - Shoals Electric Co.  
Jack Weaver - Johnson Electric Co.

I.B.E.W.: Lance Blackstock, Business Manager  
Larry Farmer, Assistant Business Manager

Meeting concerning payment of drug testing time to applicants and employees  
of the agreed on Local Agreement Drug and Alcohol Policy.

Contractors agreed to pay each applicant or present employee two (2) hours at  
the applicable rate of pay to take the test.

  
Meridith W. Tatum  
Chapter Manager

  
W. Lance Blackstock  
Business Manager

## SUBSTANCE ABUSE TESTING PROGRAM

### 1.0 PURPOSE

This Substance Abuse Testing Program has been developed to ensure that the workplace is free from the adverse effects of alcohol, misused prescription and non-prescription drugs, controlled substances, and chemical agents. The company recognizes that drug use in our society has reached serious proportions and, as a result, influences the safety and performance of our employees. Concern for the health and safety and performance of our employees has prompted the development of this policy to eliminate drugs and alcohol in the workplace. This policy will prescribe guidelines for administering our Substance Abuse Program.

### 2.0 OBJECTIVES

- 2.1 Improve job safety.
- 2.2 Improve productivity and health.
- 2.3 Encourage those with alcohol or drug problems to seek help.
- 2.4 Referral procedure to appropriate and selected assistance or facilities.
- 2.5 Retain valuable employees.
- 2.6 Improve labor/management/community relations.

### 3.0 POLICY AND TESTING

- 3.1.1 It will be the policy of the contractor to test and screen all applicants for substance abuse.
- 3.1.2 In the case of a "positive" test result, the employee shall be so advised by the Company's medical personnel, on a confidential basis, prior to the reporting of the results to the employer, and the employee shall have the right to discuss and explain the results, including the right to advise the employer's medical personnel of any medication prescribed by his/her own physician, which may have affected the results of the test.



Any employee, or applicant for employment, testing "positive" shall have the right to have the secured portion of his/her urine sample retested. If the retest is "negative" the employee shall be allowed to resume work immediately.

- 3.1.3 The Company reserves the right to accept proof that the applicant for employment has passed an approved NIDA testing lab screening test within the past 30 days if this test was administered for a NECA contractor, signatory to a contract with Local Union 558. The employee shall be given a copy of the drug test for their record.

### 3.2 EMPLOYEE SCREENING

- 3.2.1 Any employee that reports to work and his supervisor has reasonable suspicion to believe that the individual is under the influence of alcohol or any controlled substance, shall immediately be required to submit to alcohol/drug testing and then suspended pending the results. The company's representative, Local Union 558 Business Manager and/or their representative shall be notified immediately, when possible, of this action.
- 3.2.2 In the event the lab tests show negative for alcohol or substance abuse, the employee shall be immediately reinstated and paid any wages and benefits that would have been paid had he not been suspended. This will be considered full reinstatement.
- 3.2.3 Any extenuating circumstances that led to the suspension shall be considered on an individual basis. This would include but not be limited to the use of legal controlled substances prescribed by a licensed physician not being prohibited. It is important that the use of these prescribed substances be monitored and assessed to insure that their use would not interfere with the safe performance of their assigned tasks.
- 3.2.4 If the individual refuses the test, or tests positive for alcohol or substance abuse, he shall be terminated with a minimum probation period of fourteen (14) days. Within fourteen (14) days the probate must provide proof of passing an approved substance abuse test, at his or her own expense.

- 3.2.5 Any employee who is unfit to perform work for whatever reason shall not be allowed to work. It shall be the Supervisor's responsibility to ensure that individuals under his supervision are at all times in a fit condition to perform their work and to take appropriate action when they are not. Disciplinary actions will be taken on a case-by-case basis.
- 3.2.6 Any employee that becomes involved in a personal injury or general liability accident that requires medical attention or results in loss of work time; or a vehicular accident while operating a piece of equipment belonging to or leased by the company shall, upon reasonable suspicion of alcohol/substance abuse, submit to a substance abuse test immediately. This does not preclude the use of test results obtained by law enforcement agencies in the normal course of a criminal investigation. Any employee refusing to take a test or testing positive for prescription drug abuse or alcohol or controlled substances will be governed by 3.2.4.

#### 4.0 IMPLEMENTATION

- 4.1. The term "substance abuse test" shall be defined as the substance abuse test, administered by an approved testing agency, sanctioned by U. S. Department of Health and Human Services.
- 4.2 With the implementation of this policy, each current employee will submit to a substance abuse test. Any employee testing negative will not be required to submit to additional tests. Exceptions are those sections in 3.0 already discussed. Any employee refusing to take a test or testing positive for prescription drug abuse or alcohol or controlled substances will be governed by 3.2.4.
- 4.2.1 All present employees will be allowed reasonable time and transportation during regular working hours, by approval of the Company, to obtain their test.
- 4.3 Any employee that tests positive for the use of illegal controlled substances, realizes a dependence upon illegal controlled substances or realizes that a dependence on alcohol exists, will be offered information on the available rehabilitation facilities in the area.



4.4 If any employee is terminated due to substance abuse on the job, or failure to take or pass the confirmed substance abuse test, he will leave the job immediately. He shall be paid in full at the time.

#### 5.0 CONCLUSION

All employees will be notified that this program has been instituted, that drug testing will be required as a condition of employment.

This proactionary program is not only officially mandated on all federal, state and local levels, but is a sensible and timely measure taken to insure the safety, welfare and well being of all those people associated with our Company and its affiliates.

No employee shall lose any pay, time or benefits for participation in this substance abuse testing program.

Test levels for drug and alcohol testing will be attached to this policy.

Any changes or amendments in this policy, shall be mutually agreed upon by both parties on the local level before implementation.