

RESIDENTIAL AGREEMENT

ALASKA ELECTRICAL
CONSTRUCTION

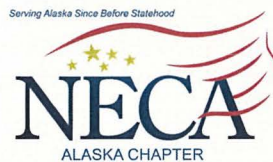
BETWEEN

LOCAL UNION 1547
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



AND

ALASKA CHAPTER
NATIONAL ELECTRICAL CONTRACTORS



ASSOCIATION, INC.

Effective April 1, 2014 through March 31, 2017

RESIDENTIAL AGREEMENT
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RESIDENTIAL WIRING AGREEMENT

Agreement made and entered into this 1st day of April, 2014 by and between the Alaska Chapter, National Electrical Contractors Association, Inc., on behalf of its members who employ workmen under the terms and conditions contained herein and have a signed Letter of Assent to be bound by this Agreement for its duration as set forth in Article I below, and Local Union No. 1547 of the International Brotherhood of Electrical Workers.

This Agreement shall also apply to other individual electrical contracting firms who employ workmen under its terms and provisions and who, by virtue of signing a similar Letter of Assent, authorize the Alaska Chapter, National Electrical Contractors Association, Inc., as their collective bargaining agent for all matters contained herein or affecting this Agreement, including all amendments or revisions adapted pursuant thereto.

The term "Chapter" as used hereinafter shall mean the Alaska Chapter, National Electrical Contractors Association, Inc.

The term "Union" as used hereinafter shall mean the Local Union No. 1547 of the International Brotherhood of Electrical Workers.

The term "Employer" or "Individual Employee" as used hereinafter shall mean a member of the Chapter or an individual electrical contracting firm, as the case may be, who has signed a Letter of Assent, as provided above.

The term "Employee" or Employees" as used herein shall mean the workman or workmen covered by the terms and conditions of this Agreement and who perform work exclusively under the Agreement.

Type of work covered by this Agreement

It is mutually agreed that the provisions of this Agreement shall apply to units built primarily for family residence.

ARTICLE I

EFFECTIVE DATE -TERMINATION - AMENDMENTS – DISPUTES

Section 1.1 Agreement – Effective Date

This Agreement shall take effect on the **1st day of April 2014** and shall remain in effect until the **31st day of March, 2017**.

Section 1.2 Agreement – Changes or Termination

Either party desiring to change or terminate this Agreement must notify the other in writing not less than **ninety (90)** days prior to the anniversary date of any year. When notices for changes only are given, the nature of the changes desired must be specified in the notice, and until satisfactory conclusion is reached in the matter of such changes, the original provisions shall remain in full force and effect.

Section 1.3 Agreement - Amendments

This Agreement shall be subject to amendment at any time by mutual written consent of the parties hereto. Labor and Management shall both recognize the need to be competitive in the market and to meet the special needs of owners, customers, etc., therefore, the Union shall provide special consideration, including special, distinct and differing agreements to Employers who demonstrate a specific marketing need.

Section 1.4 Strike or Lockout

There shall be no stoppage of work either by strike or lockout because of any proposed changes in the Agreement or disputes over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1.5 L.M.C. (Number of Representatives)

There shall be a local Labor-Management Committee of two (2) representatives of the Union and two (2) representatives of the Employer. It shall also meet regularly at such stated times as it may decide. However, it shall also meet within seventy-two (72) hours when notice is given by either party. It shall select its own Chairman and Secretary. In the event the appointed members of the Labor-Management Committee find it necessary to be absent from the area, there shall be duly appointed alternates available so that the Committee may meet within the specified time to hear the dispute.

Section 1.6 Grievance (Normal Procedures)

All grievances or questions in dispute shall be adjusted by the duly authorized representatives of both parties to this Agreement. In the event that these two are unable to adjust any matter, they shall refer the same to the Local Labor-Management Committee which shall meet within seventy-two (72) hours of the time it is notified by either party (Saturdays, Sundays, and holidays excluded). Any unsettled dispute involving this Agreement which has not been referred to Labor-Management within ten (10) days shall be automatically dropped.

Section 1.7 L.M.C. – Majority Vote

All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall have the right to cast the full vote for its membership and it shall be counted as though all were present and voting.

Section 1.8 L.M.C. - Decisions Imposed

Any decisions imposed on any party by the Labor-Management committee shall be complied with within the time limits as agreed and specified in the decision.

Section 1.9 C.I.R.

Should this Committee fail to agree or to adjust any matter; such shall then be referred to the “COUNCIL OF INDUSTRIAL RELATIONS FOR THE ELECTRICAL CONTRACTING INDUSTRY OF THE UNITED STATES AND CANADA”. Its decision shall be final and binding on both parties hereto.

Section 1.10 Existing Conditions in Effect

When any matter in dispute has been referred to the Labor-Management Committee for adjustment, the provisions and condition prevailing prior to the time such matters arose shall not be changed or abrogated until the decision is rendered.

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

Section 2.1 Union Recognition

The Employer recognizes the Union as sole and exclusive representative for all employees covered by this Agreement.

Section 2.2 Union Membership

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31) day following the date of their employment or the effective date of this Agreement, whichever is later. In the event an employee fails to comply with the provisions of this section, the Union shall notify the Employer in writing and such written notice shall constitute a request to the Employer to discharge said individual employee within forty-eight (48) hours (Saturdays, Sundays, and holidays excluded).

Section 2.3 Employer - Qualifications

Certain qualifications, knowledge, experience and responsibility are required of everyone desiring to be an Employer in the electrical industry. Therefore, any Employer who contracts for electrical work must be a person, firm, or corporation having these qualifications and financial status to meet weekly payrolls. In addition, he must have financial status to meet monthly fringe benefits

requirements as specified herein. He must also be in possession of a valid State license as an Electrical Contractor.

Section 2.4 Employer - Bonding

Each Employer shall furnish a surety bond in the amount of ten thousand dollars (\$10,000) to secure payments of all amounts due on the account of the Alaska Electrical Pension, Health and Welfare, Legal and Apprenticeship Trust Funds employer contributions required by the Agreement. The bond shall provide that it may not be terminated without thirty (30) days prior written notice to the Employer (NECA), the Local Union, and the Administrator of the aforementioned Alaska Electrical Trust Funds. No contractor shall be considered signatory to this Agreement unless proof of bonding has been furnished to the Alaska Electrical Trust Funds Administrative Offices; provided however, that any Employer who can furnish sufficient evidence to the Trust Funds Administrative office that he has a prior continuous record of payment from the effective date of the Agreement or a continuous record of payment of at least twelve months thereafter without a default in the payment of the Employer contributions to the aforementioned Trust Funds and that such record was accrued within the jurisdiction of Local Union No. 1547 shall be exempted from this section.

Section 2.5 Employer – Monthly Reports

The Employer agrees to furnish monthly, on forms provided, a payroll report of the monthly earnings and hours worked, for all persons employed by him under the terms of this Agreement. Payrolls for the preceding month will not be considered delinquent until after the fifteenth (15th) day of the following month. Where reports are delinquent, thirty (30) days after the time due, the Union shall be notified and no men will be dispatched to the delinquent Employer until the preceding payroll reports have been submitted and all fringe benefits have been paid.

Section 2.6 Foreman and Working Member of Firm

When the Employer employs workmen, he shall have one (1) residential wireman classified as foreman, except, however, one (1) member of a firm, partnership or corporation may act as a working foreman when not more than five residential wiremen are employed by the shop. The working member of a firm, partnership or corporation shall be a qualified journeyman and comply with all the requirements of this Agreement.

Section 2.7 Employer – Place of Business

An Employer shall maintain a permanent place of business with a business telephone open to the public during normal business hours. This place of business shall not be directly connected with, nor part of a domestic establishment.

Section 2.8 Insurance – Accidental Death

The Employer shall provide accidental death insurance coverage for each employee while traveling for the Employer by any type of licensed commercial transportation in the amount of \$50,000.00 and in the event of the employee's accidental death, payable to his estate. The Employer will furnish the Union proof of coverage before men are dispatched. The Employer will also furnish a subsequent copy of transportation insurance to the Union upon demand.

Section 2.9 Employer – Vehicle Signs

All contractors' vehicles, operated in connection with work performed under this Agreement, shall be clearly marked with a sign showing the contractor's company name.

Section 2.10 Camp Work

Men working outside a radius of fifty (50) direct road miles or areas inaccessible by road from the centers of Fairbanks, Anchorage, Juneau, Ketchikan, Sitka, Homer, Kenai-Soldotna, Seward, Healy, Delta Junction or Four Corners on the Palmer/Wasilla Highway but within the Labor Market Area, except those employees who were dispatched as job area residents, shall receive:

1. All actual expenses, such as car, boat, plane or railroad fare, telephone and telegraph, when in conjunction with their employment.
2. Board and lodging shall be paid by the Employer (sweeping of rooms and making of beds shall not be a function of the occupant), with the following exception; workmen who do not choose to use camp facilities provided by the contractor shall report at the camp reporting point at the starting time and return to that point at quitting time. Effective January 1, 1984, the employee shall have the option of receiving six (\$6.00) per hour for all hours worked up to a maximum of eight (8) hours in any one day in lieu of using contractor furnished accommodations. If the employee reports to work and no work is provided by the Employer, he shall receive a per diem payment of eight (8) hours for that day.
3. Employees who have been continuously employed in the bush for a period of sixty (60) days shall be allowed seven (7) consecutive calendar days leave of absence, without pay, at the end of each sixty (60) day period. An employment position shall be held open for employees taking such leaves of absence provided the employees give the Employer at least two (2) calendar weeks' notice of their desire to leave. It is understood the Employer may not reasonably withhold permission for the employee to take leave of absence, and any postponement shall not exceed a period of two (2) weeks. Transportation from the job site to the employee's point of hire (Anchorage, Fairbanks, Juneau, or Ketchikan) and return to the job site shall be provided by the Employer. The employee shall not receive pay for the time spent in travel for such leave of absence.

An employee working on bush work shall be guaranteed eight hours per day, Monday through Friday, holidays excluded.

Section 2.11 Job Report – Travel Expense

Where job locations are not specifically covered in this Agreement and Employer desires men to report on the job at starting time, the parties to this Agreement shall arrive at the daily travel expense by mutual written agreement.

Section 2.12 Agreement – Unlawful Provisions

Any provisions of the Agreement adjudged to be unlawful by any court of competent jurisdiction shall be treated for all purposes as null and void, but such judgment shall not effect the validity of the remaining provisions hereof. The parties shall then meet and attempt to re-negotiate the affected sections.

Section 2.13 N.E.B.F.

(A) It is agreed that in accord with the National Employee's 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 (3%) percent 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.

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

(C) 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.

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

Section 2.14 N.E.I.F.

Each individual Employer shall contribute one percent (1%) of the gross labor payroll to be forwarded monthly to the National Electrical Industry Fund in a form and manor 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. It is recognized by both parties to this agreement that these funds are not currently being collected. Notice shall be given prior to any future collection of these funds.

Section 2.15 Unions Dues Deductions

The Employer agrees to deduct Union working dues from the wages of its employees and pay to the Union's Financial Secretary as designated by the Union in such amounts as is authorized in writing by the employee on a form "shed by the Union. The Employer agrees to make this deduction from each payroll period and furnish lists of names and amounts deducted with the check sent to the Union. The Union agrees that the Employer assumes no responsibility in connection with deduction of dues except that of care in forwarding the moneys deducted. Reports shall be sent in monthly and shall be made by the 15th of the month following which dues deductions were made.

Section 2.16 Favored Nations Clause

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

Section 2.17 Management Rights

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.

ARTICLE III

HOURS - WAGE PAYMENT - WORKING CONDITIONS

Section 3.1 Workday, Work Week, Overtime and Holidays

(A) The regular workday shall be from 8:00 am to 5:00 p.m. if one (1) hour lunch period is taken. The lunch period may be taken between the hours of 11:00am and 1:00pm. Once established the lunch period shall not be changed for a period of fifteen (15) days.

The workweek shall consist of five (5) days, Monday through Friday, inclusive.

All work performed outside the regularly scheduled hours, Monday through Friday and all day Saturday and Sunday, shall be paid for at one and one-half (1 1/2) times the regular straight time rate of pay. All work performed on the following holidays shall be paid for at two (2) times the regular straight time rate of pay:

New Year's Day
Labor Day
President's Day
Memorial Day
Fourth of July
Veteran's Day
Thanksgiving Day
Christmas Day

(B) Optional workdays may be established by the employees with concurrence of the Employer in accordance with the following schedule. Once established it shall not be changed for a period of fifteen (15) days.

6:00 a.m. to 2:30 p.m. if 1/2 hour lunch is taken
6:00 a.m. to 3:00 p.m. if 1 hour lunch is taken
7:00 a.m. to 3:30 p.m. if 1/2 hour lunch is taken
7:00 a.m. to 4:00 p.m. if 1 hour lunch is taken
7:30 a.m. to 4:00 p.m. if 1/2 hour lunch is taken
7:30 a.m. to 4:30 p.m. if 1 hour lunch is taken
8:00 a.m. to 4:30 p.m. if 1/2 hour lunch is taken
8:00 a.m. to 5:00 p.m. if 1 hour lunch is taken
8:30 a.m. to 5:00 p.m. if 1/2 hour lunch is taken
8:30 a.m. to 5:30 p.m. if 1 hour lunch is taken
9:00 a.m. to 5:30 p.m. if 1/2 hour lunch is taken
9:00 a.m. to 6:00 p.m. if 1 hour lunch is taken

Section 3.2 Flexible Meal Period

The regular work day shall be from 8:00 am to 5:00 p. m., if a one (1) hour lunch period is taken, or from 8:00 am to 4:30 p.m. if a one-half (1/2) hour lunch period is taken. The lunch period may be taken between the hours of 11:00 am and 1:00 p.m. and shall be either one-half (1/2) or one (1) hour for the entire crew. Should a particular job situation dictate, a flexible meal period of up to one (1) hour maximum may be taken with the mutual consent of the majority of the crew. The flexible meal period will start no earlier than one (1) hour prior to the normally scheduled lunch period.

Once established, the lunch period shall not be changed for a period of fifteen (15) days. During a pre-job conference, the Employer and the Union may establish an optional workday for the labor contracts with utilities, according to the schedule in 3.1(B).

Section 3.3 Work Week (4-10's)

The work week shall consist of five days, Monday through Friday, inclusive with the exception of the following schedule for four ten (10) hour days. With notification to the employees prior to the end of their work week, the Employer may schedule, with the consensus of the majority of the crew, a work week of four consecutive ten (10) hour work days between Monday and Friday within the standard starting times at the straight time rate of pay. Any work in excess of ten (10) hours on scheduled workdays shall be paid at time and one-half the straight time rate of pay. Time and one-half shall be paid on the first ten (10) hours worked on the fifth (5th) day of work. All other overtime will be paid at time and one half the regular hourly rate.

Section 3.4 Labor Day

No work shall be performed on Labor Day except in case of emergency.

Section 3.5 Wages (Foreman, Wireman, App.)

The minimum rate of wages shall be:

4/1/2014

Foreman	\$22.71
Res. Wireman	\$21.06

Residential Wireman Trainees:

- 1st 1,000 hours 60% of Res. Wireman Rate
- 2nd 1,000 hours 70% of Res. Wireman Rate
- 3rd 1,000 hours 80% of Res. Wireman Rate
- 4th 1,000 hours 90% of Res. Wireman Rate

(A) This shall not preclude Employers from paying over scale in those areas where Labor market conditions justify this.

Section 3.6 Wages (Paid Weekly)

Wages shall be paid weekly not later than quitting time on Friday, and not more than five (5) days wages may be withheld at that time. Employees, when resigning, quit without notice or who are terminated shall be paid their full wages within twenty-four (24) hours of the time they reach the point of hire. In the event he is not paid off, waiting time at the regular rate (not to exceed eight (8) hours per calendar day) shall be charged until payment is made.

Section 3.7 Employer Furnished Tools

The Employer shall furnish all necessary tools (except pocket tools) or equipment to properly install and/or do the job. Workmen will be held responsible for the Employers tools and equipment being stored in a safe manner provided the Employer furnishes a safe and suitable place for the storing of men's clothing and tools.

Section 3.8 Installation of Work and Improper Workmanship

Workmen shall install all electrical work in a safe and workmen-like manner, in accordance with the National Electrical Code, and/or Local Codes and may be required to correct improper workmanship on their own time.

Section 3.9 Safety Meetings

There shall be a joint safety and education meeting the equivalent of once each week for each gang of up to fifteen (15) minutes duration. The program shall be one of a joint participation by both Union and Employer. Employees not actively participating in the meeting shall perform their regular assigned work.

Section 3.10 Foreman – Crew Size

Jobs requiring four (4) or more residential wiremen must have a foreman in charge of same.

Section 3.11 Show-Up Pay

When men are ordered to report to a shop or job and are not put to work, they shall be paid for all time for which they are directed to remain available, but they shall receive no less than two (2) hours pay.

ARTICLE IV

REFERRAL PROCEDURE

Section 4.1 Referral Procedure

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 interest of the employees in the employment status within the area and eliminating discrimination in the 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 4.2 Referral – Union Sole Source

The Union shall be the sole exclusive source of referrals of applicants for employment. The Union shall refer applicants for employment according to the following minimum standards.

Section 4.3 Referral – Non-Discriminatory

The selection of applicants by the Union for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policy requirement, race, creed, color, or sex.

Section 4.4 Employer – Right to Reject

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

Section 4.5 Apprenticeship Trust Fund

The parties to this Agreement, desiring to improve the training opportunities and perpetuate the skills of the electrical contracting industry, hereby establish the Alaska Joint Electrical Apprenticeship and Training Trust.

Section 4.6 Trustees and Duties

- (a) The Alaska Joint Electrical Apprenticeship and Training Trust shall be composed of equal representation from the Chapter and the Union and shall represent all Labor Market Areas on an equal basis. It shall consist of not less than fourteen (14) trustees. The Chapter Manager and Business Manager of the Union shall serve as trustees.
- (b) The signatory parties agree that the Trust herein established shall be the sole trust fund for the administration and support of educational and training programs for apprentices and journeymen and employees of participants in the labor market covered by this collective bargaining agreement. Therefore, the parties authorize the Joint Board of Trustees to agree and to accept the transfer of administration, management, and support of any presently operating programs, as well as contributions and other assets, including, but not limited to, personal or real property from other trust funds, if any, and from the Joint Electrical Educational and Training Corporation of Alaska, an Alaska nonprofit corporation, previously established by NECA and the IBEW for such educational and training programs aforementioned.
- (c) The Joint Board of Trustees shall also have all the powers and duties previously exercised by the Alaska Electrical Joint Apprenticeship and Training Committee.
- (d) In order to carry out the apprenticeship and training provisions of this and prior collective bargaining agreements, the Chapter and Union reaffirm and acknowledge that they have entered into a separate Agreement and Declaration of Trust dated September 13, 1979, which contains the relevant operating terms and conditions of the Alaska Joint Electrical Apprenticeship and Training Trust established there under, such Trust Agreement being incorporated herein as part of this collective bargaining agreement.

Section 4.7 Indentureship of Apprentices

All apprentices shall be indentured to the Alaska Joint Electrical Apprenticeship and Training Trust. The Joint Board of Trustees shall select applicants for indenture, provide for their training under regular established standards approved by the United States Department of Labor, Bureau of

Apprenticeship and Training, evaluate the progress of the apprentice, reclassify them for further training and transfer them from job to job for training purposes only, or terminate the indenture when the apprentice does not meet the apprenticeship standards.

Section 4.8 Local Committees

Each Labor Market Area shall have a local Apprenticeship and Training Committee who shall operate under the direction of the Alaska Joint Electrical Apprenticeship and Training Trust and at least two of its members shall serve on the Board of Trustees. One member shall be an Employer trustee and one member shall be a Union trustee. For the purposes of the selection of the Joint Board of Trustees, there shall be an Anchorage Labor Market Area, Fairbanks Labor Market Area, and a southeast Labor Market Area, including Juneau and Ketchikan. The Labor Market Area Committees shall assist the Joint Board of Trustees by supervising the local area on-the-job related training and the securing of employment for the apprentice through the local Labor Market Area dispatching service in accordance with the rules established under the Joint Labor-Management Agreement for Alaska.

Section 4.9 Ratios of Apprentices to Journeyman

The ratio of apprentices to journeyman allowed on any job or in any shop shall be: two (2) apprentices for every one (1) journeyman or foreman and shall work under the direct supervision thereof.

ARTICLE V

EMPLOYEE BENEFITS

Section 5.1 Employee – Pension Benefit

For work performed in Unit 101, 102, 103 and 104, the Employer will forward monthly to the Alaska Electrical Pension Trust Fund, one dollar (\$1.00) per hour for each hour worked by employees covered by this Agreement (Schedule “A”). For work performed in Unit 103, the Employer shall have the option of Schedule “A” (above) or to forward monthly to the Alaska Electrical Pension Trust Fund, three dollars and sixty-cents (\$3.60) per hour for each hour worked (Schedule “B”).

Section 5.2 Employee – Health & Welfare

For work performed in Units 101, 102, 103, and 104, the Employer will forward monthly to the Alaska Electrical Health & Welfare Trust Fund, **ten dollars and twenty-six cents (\$10.26)** per hour worked under the terms of the residential agreement and to allow pro rating of contributions if the employee has coverage under another hourly plan and elects to do so (Schedule “A”). For work performed in Unit 103, the Employer shall have the option of Schedule “A” (above) or to forward monthly to the Alaska Electrical Health & Welfare Trust Fund **eleven dollars and six cents (\$11.06)** per hour worked (Schedule “B”). For the purposes of health and welfare, once a plan is elected, that plan shall be maintained for one (1) year. Option “A” or “B” shall only be open for consideration on an annual basis. July 1, 2010 and annually thereafter shall be the established anniversary date.

Section 5.3 Employee – J.A.T.C. - Contributions

For Units 101, 102, 103, and 104, the Employer will forward monthly to the Apprentice and Manpower Training Fund, an amount equal to ten cents (\$0.10) per hour for each hour worked by the employees covered by this agreement.

Section 5.4 Employee – Money Purchase Pension Plan

For work performed in Units 101, 102, 103, and 104, the Employer will forward monthly to the Alaska Electrical Pension Trust Fund (Alaska Electrical Workers Money Purchase Plan) twenty five cents (\$0.25) per hour worked by employees covered by this agreement (Schedule A”) For worked performed in Unit 103, the Employer shall have the option of Schedule “A”(above) or to forward monthly to the Alaska Electrical Pension Trust Fund (Alaska Electrical Workers Money Purchase Plan), two dollars and fifty-cents (\$2.50) per hour for each hour worked (Schedule “B”). An employee at his/her option and upon presentation of a properly signed authorization form to the employer, may have up to an additional fifty per cent (50%) deducted from his/her gross wages and forwarded to the Alaska Electrical Workers Money Purchase Plan. This authorization for deduction may be discontinued at anytime by the employee but there must be a three- (3) month waiting period prior to re-instatement of the deduction.

	Schedule “A” Units 101, 102, 103 & 104	Schedule “B” (Option) Unit 103
Pension	\$1.00	\$3.60
Money Purchase	\$0.25	\$2.50
Health & Welfare	\$10.26	\$11.06
Apprenticeship	\$0.10	\$0.10
LMCC	\$0.05	\$0.05
NEBF (3%)	\$0.61	\$0.61
NECA (1%)	\$0.20	\$0.20

Should a more affordable H&W plan be approved and adopted by the parties, both NECA and the IBEW agree that a reduction in the total package will not be the result of such savings in H&W premium, unless mutually agreed upon. Otherwise any savings resulting in a H&W premium will transfer to wages

Option “B” of Sections 5.1, 5.2, and 5.4, shall be opened for re-negotiation should it be determined to be detrimental to maintaining market share in Unit 103.

Option “B” of Sections 5.1 and 5.4 shall be maintained for a period of no less than ninety (90) days. The anniversary for these purposes shall begin July 1, 2010.

ARTICLE VI

LMCC (NATIONAL AND LOCAL)

Section 6.1 National LMCC.

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 purpose of this Fund includes 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 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 6.2 National LMCC Fund (Agreement and Declaration of Trust)

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 6.3 Contribution Rate - National LMCC

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

Section 6.4 Default and Collection Efforts

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 the 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 be liable for all costs of collecting the payment together with attorney's fees.

Section 6.5 Local LMCC

The parties agree to participate in a Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175 (a) and Section 302(c) (9) of the Labor-Management Relations Act, 29 U.S.C. 186(c)(9). The purpose of this Fund includes 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 6.6 Local LMCC Fund (Agreement and Declaration of Trust)

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 6.7 Contribution Rate - Local LMCC

(a) Each Employer shall contribute (\$.05) per hour worked under this agreement, matched by the Local Union. 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 LMCC shall jointly establish collection and administration procedures for the necessary operation of the Trust.

(b) Any contractor contributing to the LMCC will be considered as having fulfilled their obligation to the National LMCC.

Section 6.8 Default and Collection Efforts

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 attorney's fees.

ARTICLE VII

DRUG TESTING

The International Brotherhood of Electrical Workers, Local Union 1547 (IBEW) and the Alaska Chapter, National Electrical Contractors Association (NECA) acknowledge the dangers and costs which drug abuses create in the electrical and communication industry in terms of safety and productivity. The parties to this agreement resolve to combat drug abuse in any form. Every individual in the industry is encouraged to join in this effort to the greatest extent possible. The Union recognizes the right of the Employer to adopt and implement a drug policy which, subject to appropriate safeguards, may include provisions for drug testing due to Federal and State regulations that have been mandated. The Labor/Management committee shall meet and formulate the Drug testing Policy for the Residential Electrical and Communication Industry covering the State of Alaska.


Dated this 4th day of April, 2014


Signed for the Union:

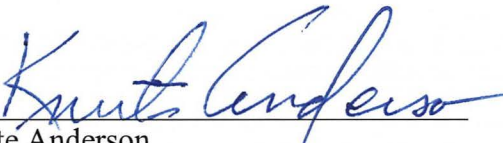
Signed for the Employer:

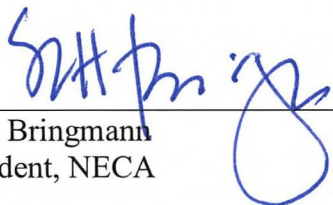
International Brotherhood of Electrical Workers
Local 1547

Alaska Chapter,
National Electrical
Contractors Association, Inc.

By: 
Mike Hodsdon
Business Manager/Financial Secretary

By: 
Larry Bell
Chapter Manager

By: 
Knute Anderson
President, IBEW L.U. 1547

By: 
Scott Bringmann
President, NECA