

IBEW INTERNATIONAL WIND TURBINE AGREEMENT

ARTICLE I

Section 1.01. This Agreement made and entered into by and between _____ and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS is applicable to and shall be utilized by _____ for all its work within the scope of this Agreement throughout the United States.

Section 1.02. The term "Employer" or "Company," as hereinafter used, shall mean _____.

Section 1.03. The term "IBEW" or "Union," as hereinafter used, shall mean the International Brotherhood of Electrical Workers.

Section 1.04. The term "Local Union," as hereinafter used, shall mean an IBEW Local Union.

Section 1.05. The term "NECA," as hereinafter used, shall mean the National Electrical Contractors Association or one of its local chapters.

Section 1.06. The term "Employee" or "Worker," as hereinafter used, shall mean the worker or workers listed and classified in Article XI of this Agreement.

ARTICLE II

Scope of Agreement

Section 2.01. This Agreement covers all work involved in the construction, erection, maintenance, repair, and service of wind turbines, including all electrical work within the confines of the wind turbine itself,

up to the secondary side of the transformer at the base of the wind turbine, including the setting of the generator. All electrical work from the transformer (base located transformers), including the installation of the transformer itself, to and including the substation, setting of the wind turbine tower, and all work related to the construction of the base is also covered by this Agreement when performed by Employees covered by this Agreement in the United States by the Employer or by any person, firm or corporation owned or controlled by the Employer. This Agreement shall be granted on a project-by-project basis and shall have application only to the project agreed upon between the IBEW and the Employer.

ARTICLE III

Duration and Special Provisions

Section 3.01(a). This Agreement shall take effect for any jobs bid after _____ and remain in effect through _____ unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January through December of each year, unless changed or terminated in the manner later provided herein.

(b). Either party desiring to terminate this Agreement must notify the other, in writing, at least ninety (90) days prior to the anniversary date of the Agreement.

(c). 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 and signed by the parties hereto.

ARTICLE IV

Grievances and Disputes

Section 4.01. During the term of this Agreement, there shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 4.02. All grievances shall be filed within ten (10) calendar days after the complained-of event arose. Grievances shall be appealed to the next higher step within ten (10) calendar days after the meeting in the lower step. Settlement of grievances may be arrived at in any step of the grievance procedure and will be final and binding on the Union and Employer.

Grievances, other than those pertaining to jurisdiction or general wages, on any work covered by this Agreement, shall be handled in the following manner:

- Step 1. Between the Employer's Supervisor and the Local Union Representative at the job site.
- Step 2. Between the Business Representative and the Employer's Supervisor at the job site.
- Step 3. Between the International Union Representative and the Supervisor or Labor Relations Manager.
- Step 4. If the parties are unable to effect an amicable settlement or adjustment of any grievance or controversy, it shall be submitted to the Council of Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decision shall be final and binding.

Section 4.03. When any matter in dispute has been referred to the Council 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.

Section 4.04. Each party shall bear the expense of preparing and presenting its own case.

ARTICLE V

Subcontracting – Work Preservation

Section 5.01. Local Unions are a part of the IBEW and any violation or annulment by the Employer of this Agreement or an approved Agreement of any Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for cancellation of this Agreement by the Union after a finding has been made that such a violation or annulment has occurred.

The subletting, assigning or transfer by the Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the trade jurisdiction of the Union, to be performed at the site where construction, alteration, painting, or repair of a building, structure or other work is ongoing, will be deemed a material breach of this Agreement.

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 covering the procedures for the handling of grievances and the final and binding resolution of disputes.

Section 5.02(a). In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including joint venture, wherein the Employer, through its officers, directors, partners or stockholders, exercises either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges of violations of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

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

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

Union and/or fund trustees, plus the costs of the litigation, which have resulted from the bringing of such court action.

ARTICLE VI

National Electrical Benefit Fund

Section 6.01. It is agreed that, in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, 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.

ARTICLE VII

Referral Procedure

Section 7.01. 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 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 7.02. The Employer shall be allowed to use and to send Employees into the jurisdiction of any Local Union(s) on any job or project where work is being performed under this Agreement under the following schedule:

For each job or project, the Employer may use any Employee referred by a Local Union(s) Collective Bargaining Referral Procedure and employed by the Employer on the date of the Pre-Bid Conference. Employees who have been referred from a Local Union Referral and are subsequently transferred to a job or project covered under this Agreement shall be allowed to return to that jurisdiction with the Employer. Employees who have been referred from a Local Union Collective Bargaining Referral Procedure can be transferred by the Employer to any job or project covered by this Agreement. When any complaint or dispute arises dealing with this question, any ruling made by the International President of the Union shall be accepted and put into effect.

Section 7.03. The Employer shall have the right to call foremen by name for projects covered by this Agreement provided:

(1) The Employee has not quit his previous employer within the past two weeks.

(2) 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.

(3) When an Employee is called as a foreman, he must remain as a foreman for 1,000 hours, or he must receive a reduction in force.

Section 7.04(a). In order to fill needs for additional workers, the Employer shall request the number and classifications of the workers required from the Local Union Referral in whose jurisdiction the work is located.

(b). The Local Union having jurisdiction where the work is being performed shall have the right to refer one applicant to each project within the jurisdiction of the Local Union.

Section 7.05. The Local Union(s) shall be the sole and exclusive source of referral of applicants for employment.

Section 7.06. The Employer shall have the right to reject any applicant for employment. The reason for rejection shall be provided to the Union in writing.

Section 7.07. The Local Union(s) 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 7.08. The Local Union(s) shall maintain a register of applicants for employment. Each applicant for employment shall be registered in the highest priority group in the classification or classifications for which the applicant qualifies.

Section 7.09. If the registration list in a given classification is exhausted, and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (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.

Section 7.10. Any Employees transferred or employed for any job or project in accordance with this Agreement will not be displaced by a Local Union under any Referral Procedure of that Local Union.

Section 7.11. In all cases, the Employer shall notify the Inside/Outside IBEW Local Union(s) having jurisdiction where the work is to be performed of the names and Social Security numbers of all Employees before starting work.

Section 7.12. The current approved Inside Training Agreement and/or Outside Area Training Agreement between the various IBEW Local Unions shall govern all matters of apprenticeship and training and the financing thereof. Apprentices' wages and the ratio of apprentices to journeymen are specified in the Area Training Agreements in the area where the work is being performed.

Section 7.13. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Inside Training Agreement and/or the Outside Area Training Agreements.

Section 7.14 The Employer shall make every effort to assign the work as follows; however, the Employer may assign work contrary to this breakdown of jurisdiction for up to fourteen (14) days in an effort to avoid short-term crew layoffs.

(A). Wind Turbines

Inside: All electrical work within the confines of the wind turbine itself up to the secondary side of the transformer at the base of the wind turbine, including the setting of the generator. In designs where the transformer is mounted within the confines of the wind turbine (i.e., mounted internally at the top of the structure), the Inside branch will have jurisdiction to the first connect location outside the confines of the wind turbine (splice point, top location, etc.).

Outside: All electrical work from the transformer (base located transformers), including the installation of the transformer itself, to and including the substation. When the wind turbine is designed with the transformer mounted within the structure (mounted at the top of the wind turbine), the Outside branch will have jurisdiction from the first connect location outside the confines of the wind turbine, to and including the substation. The Outside branch will set the wind turbine tower and do all work related to the construction of the base.

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

ARTICLE VIII

Membership Provision

Section 8.01. 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 eighth (8th) day following the date of their employment, or the effective date of this Agreement, whichever is later.

Section 8.02. The provisions of Section 8.01 shall be inoperative in any state in which such provision is contrary to state law.

Section 8.03. The Employer, upon receipt of a voluntary written authorization, shall deduct and forward to the Financial Secretary of the Local Union(s) where the work is being performed working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws of the Local Union in whose jurisdiction the work is to be performed. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

ARTICLE IX

Employer Rights

Section 9.01. The Union understands the Employer is responsible to perform the work required by the Owner. The Employer shall, therefore, have no restrictions, except those specifically provided for in this 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, 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 X

Hours and Working Conditions

Section 10.01. Eight (8) consecutive hours' work between the hours of 6:00 a.m. and 6:00 p.m., with thirty (30) minutes for an unpaid lunch period four (4) hours after the designated starting time, shall constitute the workday. Five (5) such days, Monday through Friday, shall constitute the workweek.

Section 10.02. The Business Manager(s) and the Employer must agree that the application of the four ten-hour workweek would provide mutual benefit to the Employees, the Employer and the Client. If the parties agree to work the four ten-hour workweek, the following apply and shall modify Article X, Section 10.01.

(A). Ten (10) consecutive hours shall constitute a day's work between the hours of 6:00 a.m. and 6:00 p.m., Monday through Thursday inclusive, unless otherwise changed by mutual consent in writing between the Business Manager(s) and the Employer. One-half (1/2) hour shall be set aside for an unpaid lunch period five (5) hours after the normal starting time.

(B). ONLY due to inclement weather or time lost as a result of customer requirements may Friday be used as a make-up day if the normal scheduled workweek was interrupted and time lost of five (5) hours or more was incurred by Employees covered under the terms of this Agreement.

(C). In the event Friday qualifies as a make-up day, the parties hereby agree that said Friday will be scheduled as the make-up day, and the Employer agrees to schedule work to fulfill at least the lost time incurred by inclement weather during the workweek.

(D). Shift work as defined in Article X, Section 10.07, shall not be applicable to a four (4) day, ten (10) hour work schedule.

Section 10.03. All work performed outside of the stated hours and on Saturdays will be paid at one and one-half (1½) times the regular straight-time rate. Sundays and the following holidays shall be paid at two (2) times the straight-time rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day or days celebrated as such.

Section 10.04. No work shall be performed on Labor Day except in case of an emergency.

Section 10.05(a). Employees shall report to the job site or shop ready for work at the designated starting time. The Employer agrees to pay Employees for time elapsed between the designated starting time and the time at which they are returned to headquarters, not including the intermission for lunch.

(b). The Employer shall set up headquarters in the nearest suitable location to the job. A suitable place to eat and change clothes shall be provided by the Employer. It shall be heated in the winter and large enough to accommodate Employees and their tools.

Section 10.06. Employees reporting for work who have not been notified at least two (2) hours prior to the normal scheduled starting time of the same day, and adverse weather or ground conditions prevent them from working, shall be compensated a minimum of two (2) hours at their regular

rate of pay. The Employees shall remain at the reporting point and are to perform such tasks as assigned. The Employer has the right to suspend work for other reasons beyond his control after giving timely notice to Employees.

Section 10.07. Shift Work. When so selected by the Employer, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workers on the day shift shall receive eight (8) hours' pay at the regular rate for eight (8) hours' work.

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

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

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and two (2) times the straight-time 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 10.08. The Employer shall furnish all tools and equipment (except those tools required by Local Union Agreement(s), which the

Employee must have on the job) required to perform work covered by this Agreement. Such tools, equipment, ropes and safety devices shall be of suitable types and size, in good working condition and in sufficient quantity to properly and safely perform work covered by this Agreement.

Section 10.09. It is the Employer's exclusive responsibility to ensure the safety of its Employees and their compliance with safety rules and standards. Safety committees will be established according to approved Local Union agreements.

Section 10.10. Employees shall install all work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

ARTICLE XI

Wages, Pay Provisions, Benefits and Pre-Bid Conference

Section 11.01. Wages shall be paid to Employees weekly before quitting time on payday. If payday is a holiday, they shall be paid before quitting time on the previous day. Any Employee laid off or discharged shall be paid all his wages immediately. In the event he is not paid off as provided above, waiting time at the appropriate rate shall be charged until payment is made. A payday shall be established which is mutually agreeable to the Employer and the Union.

Section 11.02. Employees who terminate their employment may be made to wait until the regular payday for their wages. Unless otherwise arranged, such wages may be mailed to the permanent address of such Employee.

Section 11.03. Deductions from wages shall be only those provided or authorized by law and/or those authorized, in writing, by the individual Employee.

Section 11.04. The minimum hourly rate of wages shall be determined at a Pre-Bid Conference held in the jurisdiction of the Local Union(s) in whose jurisdiction wind turbines will be erected. The respective IBEW International Vice President(s) and the affected Local Union(s) shall establish the wage rate for Outside and Inside Employees.

Section 11.05. A groundman, when directed, shall assist a journeyman lineman or lineman in the performance of his work on the ground, including the use of hand tools furnished by the contractor. Under no circumstances shall Employees in this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. However, Employees in this classification may perform tower assembly on the ground. There shall be no established ratio of groundmen to linemen.

Section 11.06. The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. The Employer agrees to be bound by and will sign all legally constituted trusts which have been established by the Local Union agreement(s).

Section 11.08. Pre-Bid Conference. A Pre-Bid Conference is required for each job on which the Employer wishes to utilize this Agreement. It shall be set up by the Employer(s) requesting use of the Agreement. The Pre-Bid Conference shall include the Employer(s), the respective IBEW International Vice President(s) and the affected Local Union(s).

At the Pre-Bid Conference, the Employer is required to provide the affected Local Union(s) with a list of Employees who may be used, pursuant to Section 7.02, during the job or project being considered.

ARTICLE XII

NLMCC

Section 12.01. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under the 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 Regulations Act, 29 U.S.C. § 186(c)(9). The purposes of this fund include the following:

(A). To improve communication between representatives of labor and management.

(B). To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness.

(C). To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process.

(D). To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry.

(E). To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry.

(F). To encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees.

(G). 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.

(H). To engage in public education and other programs to expand the economic development of the electrical construction industry.

(I). To enhance the involvement of workers in making decisions that affects their working lives.

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

Section 12.02. 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 agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 12.03. Each Employer shall contribute one cent (1¢) per hour worked, up to a maximum of 150,000 hours per year, for work performed under the terms of this Agreement. 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 12.04. 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 the sum equal to fifteen percent (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 XIII

Insurance Benefits

Section 13.01. For all Employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance with an authorized company in each state where he employs workers under the terms of this Agreement, and such other protective insurance as may be required by the laws of the states in which Workers are employed under this Agreement. Satisfactory proof of compliance with such laws shall be furnished to the Union upon demand. The Employer shall also make payments to the Unemployment Compensation Commission in each state where he employs workers under the terms of this Agreement.

ARTICLE XIV

Fringe Benefit Payments

Section 14.01. Any Employer who fails to make fringe benefit payments as required shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been made. In addition, if suit is instituted to

collect any delinquent payment, the Employer shall also be liable for such interest, damages, attorneys' fees and costs as provided for by law.

ARTICLE XV

Wage and Fringe Benefit Bond

Section 15.01. The Employer shall furnish to the Union a surety bond in the amount of \$50,000, written on a form provided by the Union, 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 thirty (30) days' prior written notice to the Employer and the Union.

ARTICLE XVI

National Electrical Industry Fund (NEIF)

Section 16.01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than two-tenths of one percent (.2 of 1%) of the productive electrical payroll as determined by each local chapter and approved by the trustees, with the following exclusions:

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.

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 XVII

Legality

Section 17.01. 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 have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 20____.

International Brotherhood of
Electrical Workers

For the Employer