

**2015**

**AGREEMENT**

Between

**GALVESTON DIVISION of the  
SOUTHEAST TEXAS CHAPTER  
NATIONAL ELECTRICAL CONTRACTORS  
ASSOCIATION, INC.**

and

**LOCAL UNION NO. 527 of the  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

Galveston, Texas

**BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the progress of the industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by a continuous peace and by adjusting any differences by rational, common sense methods. The purpose of this Agreement is to establish harmonious relations for the advancement of the mutual interest of the parties without regard to race, sex, creed, color, age, or national origin in continuing and improving relations between the Union and the Employer for the betterment of the Industry. It is the understanding of the parties to this Agreement that any reference in said Agreement to the masculine gender is understood to include those employees of the feminine gender. Now, therefore, in consideration of the mutual promises and Agreements herein contained, the parties hereto agree as follows:

**PARTIES CLAUSE**

Agreement by and between the SOUTHEAST TEXAS CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION and LOCAL UNION NO. 527, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

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

As used hereinafter in this Agreement, the term "Chapter" shall mean the Southeast Texas Chapter, N.E.C.A., and the term "Union" shall mean Local Union No. 527, I.B.E.W.

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

## **ARTICLE I**

### **Effective Date - Changes - Term of the Agreement**

**SECTION 1.01:** This Agreement shall take effect October 26, 2015 and shall remain in effect through October 29, 2017, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the start of the first full pay period in September through the last pay period in August of each year, unless changed or terminated in the way later provided herein.

**SECTION 1.02:** (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (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 I.B.E.W. for approval, the same as this Agreement.

## **Grievances - Disputes**

**SECTION 1.04:** There shall be no stoppage of work either by strike, or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

**SECTION 1.05:** There shall be a Labor-Management Committee of three representing the Union and three representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (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 forty-eight (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 majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

**SECTION 1.08:** Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decision 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**

### **Referral Procedure**

**SECTION 2.01:** In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

**SECTION 2.02:** The Union shall be the sole and exclusive source of referrals of applicants for employment.

**SECTION 2.03:** The Employer shall have the right to reject any applicant for employment.

**SECTION 2.04:** 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, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure.

**SECTION 2.05:** 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 IBEW 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 1 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 IBEW 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 2.06:** 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 2.07:** 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 2.08:** "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:

Galveston County, Texas; that part of Chambers County west of the Trinity River; that part of Brazoria County south of the Missouri-Pacific Railroad and east of Chocolate Bayou, and that part of Harris County south and east of a line beginning at the Chambers-Harris County line and Interstate Route 10, west on Route 10 to the San Jacinto River, south on the San Jacinto River to State Highway 134, southwest and south on State Highway 134 to State Highway 225, east on State Highway 225 to Underwood Road, south on Underwood to Spencer Highway, west on Spencer Highway to Willow Springs Bayou, south on Willow Springs and Middle Bayou to Clear Lake and the Harris-Galveston County Line.

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

**SECTION 2.09:** "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 2.10:** "Examinations" -- An "examination" shall include experience rating tests if such examination shall have been given prior to the effective date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety days. An applicant shall be eligible for examination if he has four years experience in the trade.

**SECTION 2.11:** 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 2.12 (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.

**SECTION 2.12 (b):** REPEATED DISCHARGE: 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 2.13:** 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.

**SECTION 2.14:** An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

**SECTION 2.15:** 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 2.04 through 2.13 of this Article. 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 2.16:** 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 2.17:** 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 2.18:** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

**SECTION 2.20:** An applicant who is hired and who receives, through no fault of his own, no more than forty hours of work, shall upon immediate re-registration, be restored to his appropriate place within his group.

**SECTION 2.21: State Journeyman's License Validation** At the request of the Employer, the Union shall validate an Applicant's State Journeyman's License as a condition of referral.

**SECTION 2.22: Failed Drug Test** Any applicant referred to an Employer that tests positive for an illegal substance will provide a negative substance test produced at the applicant's cost, as a condition of referral.

**SECTION 2.23: Foreman Call by Name** The Employer shall have the right to call a Foreman by name provided;

- a) the Employee has not quit his previous Employer within the past two (2) 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 six hundred (600) hours or must receive a reduction in force.



**ARTICLE III**  
**APPRENTICESHIP AND TRAINING**

**SECTION 3.01 :** 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, construction electrician/construction wireman, etc.).

**SECTION 3.02:** All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately. The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings.

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

**SECTION 3.03:** 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 outlines in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

**SECTION 3.04:** There shall be 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 telecommunications 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 3.05:** The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

**SECTION 3.06:** 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 3.07:** All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures. An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at sometime in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

**SECTION 3.08:** 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 3.12.

**SECTION 3.09:** 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 3.10:** To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by

indentured apprentices and that they are not to work on wage-an-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 3.11:** 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 3.12:** Each job site shall be allowed a ratio of two (2) apprentice(s) for every one (1) Journeyman Wiremen (man). (The local parties will determine the job site ratio, however, the ratio shall not be less than two apprentices for every one journeyman or fraction thereof. Should the parties agree to a ratio higher than the minimum 2 to 1, the following table must be modified to reflect the larger number of allowable apprentices.)

<u>Apprentice</u>	<u>Journeyman</u>
2	1
4	2
Etc.	Etc.

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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 3.13:** 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 3.14:** 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 3.15:** The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

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

**SECTION 3.16:** 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 \$0.45 for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## **ARTICLE IV**

### **Employer Rights - Unions Rights**

**SECTION 4.01:** Members of the Union, except those meeting the requirements of "Employer", as defined herein, shall not contract for any electrical work.

**SECTION 4.02:** No individual connected with an employing concern as Owner, Partner, Manager, or member of a Board of Directors, shall perform any manual electrical work, except within his own shop. However, one member of the employing concern listed in this Section may work on single-family unit residential work, provided that the Employer has at least two employees performing electrical work under the terms of the negotiated Agreement. The Union shall be advised of the designation of the member of the employing concern who will perform work under this Section.

**SECTION 4.03:** 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 4.04:** 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 or employment and other conditions of employment.

**SECTION 4.05:**

(a) Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, "Employer", as used herein is defined to mean a person, firm, or corporation who contracts for electrical work and having all certificates, licenses, etc., required by the city in which the Employer expects to operate and maintaining a permanent place of business, with a business telephone, open to the public during normal business hours and having a suitable financial status to meet payroll requirements. He shall also employ at all times at least one (1) Journeyman electrician. The Employer shall have adequate tools and equipment to perform the work for which the Employer contracts.

(b) All Employers subject to the terms of this Agreement shall carry, as evidence of financial responsibility, and to insure proper payments to the IBEW Local union 527 Pension Fund, Local Union 527 Annuity Fund, Local Union 527 Electrical Trust Fund, Galveston Joint Apprenticeship and Training Trust Fund, IBEW Local Union 527 Federal Credit Union, IBEW Local Union 527 for dues withheld upon behalf of Union members, and wages required under this contract, an Indemnity Bond issued by a Company authorized to do business in the State of Texas, or deposit in the Local Union 527 Pension Trust Fund a Cash Deposit in the amount of \$5,000.00.

(c) The aforesaid Bond or Cash Deposit in the IBEW Local Union 527 Pension Trust Fund shall be executed prior to signing the Letter of Assent and shall be for a period of time to conform to the time limitations set forth in this Agreement and shall be renewed as provided for in subsequent Agreements.

(d) The Bond shall provide that it may not be cancelled by either the Employer or Insurance Carrier without thirty (30) days written notice in advance to the Union by certified, registered or insured mail from the Surety. Proof of execution of the Bond or proof of a Cash Deposit in the IBEW Local Union 527 Pension Trust Fund in the form of an affidavit executed by the Insurance Carrier or the IBEW Local Union 527 Pension Trust Fund shall be furnished the Union for each Employer. Such affidavit shall show on its face that it may not be cancelled by either the Insurance Carrier, IBEW Local Union 527 Pension Trust Fund or the Employer without prior notification to the Union. The Union shall furnish a copy of the affidavit to each of the funds. The obligee (Local Union 527, IBEW) shall notify the Surety or the IBEW

Local Union 527 Pension Trust Fund within thirty (30) days after having knowledge of a breach of this Agreement by the principle thereof.

(e) A breach of Section 5(b) shall subject the Employer to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union.

**SECTION 4.06:** 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 insurance as may be required by the laws of this State and Nation, and shall furnish certificates of insurance to the Union.

**SECTION 4.07: Southwestern Health and Benefit Fund**

(a) It is hereby mutually agreed between parties hereto, and in accordance with the Trust Agreement governing the Southwest Health and Benefit Fund (SWHBF) entered into by the Southeast Texas Chapter of NECA and Local Union 527, IBEW, that the Employer will forward contributions on behalf of eligible employees to the SWHBF for all hours actually worked (both straight time and overtime) within the geographical limits of the Union's jurisdiction when work is performed for any Employer operating under the terms of this Basic Agreement.

- (b) Effective December 31, 2012, the Employer contributions shall be as follows:
- a) Journeymen, Instrument Technicians, and Cable Splicers \$5.00 per hour
  - b) Foremen, & General Foremen \$5.00 per hour
  - c) Un-indentured, 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Period: \$1.50 per hour
  - d) 4<sup>th</sup> and 5<sup>th</sup> Period Apprentices: \$2.50 per hour
  - e) 6<sup>th</sup> Period Apprentices: \$5.00 per hour

- (c) Effective June 30, 2014, Employer contributions shall be as follows:
- 1) Journeymen, Instrument Technicians, and Cable Splicers \$5.20 per hour
  - 2) Foremen, & General Foremen \$5.20 per hour
  - 3) Un-indentured, 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Period: \$1.50 per hour
  - 4) 4<sup>th</sup> and 5<sup>th</sup> Period Apprentices: \$2.50 per hour
  - 5) 6<sup>th</sup> Period Apprentices: \$5.20 per hour

(d) Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Fund payments, and received by the Southeast Texas Benefit Trust no later than the 15<sup>th</sup> of the month following the month in which the labor was performed. Failure of an individual employer to comply with the applicable provisions of this Section shall constitute a breach of this Agreement. Individual Employers who fail to remit SWHBF payments monthly

shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the SWHBF.

(e) Individual Employers who fail to timely remit SWHBF payments monthly shall also be liable for liquidated damages in the amount of ten percent (10%) of all unpaid amounts. If it becomes necessary to place the collection of any contributions with an attorney, the Employer shall be liable for attorney fees, interest, auditing fees and Court costs.

f) Effective January 1, 2016 through October 30, 2016, the Employer shall fund up to \$0.20 of any scheduled Journeyman contribution rate increase. All other classifications' contribution rates, based on the Journeyman rate, shall be increased accordingly. During the same period, and thereafter, any additional contribution rate increases will be funded in accordance with Section 4.07 (g).

g) If, during the life of this Agreement between the parties, the SWHBF Trustees (or those of any successor Medical Plan) mandate an increase to the contribution rate, the increase will be funded equally by the Employer and employee (50/50).

**SECTION 4.08: Pension Plan**

(a) It is hereby mutually agreed between the parties hereto, and in accordance with the "Pension Contract" governing the Pension Plan entered into by and between the Southeast Texas Chapter, NECA, and Local Union No. 527, IBEW, that the Employer shall forward to the Pension Plan, on behalf of each employee **for all hours worked** within the jurisdiction when such work is performed for any Employer operating under the terms of the Basic Agreement, the amounts as listed below:

		<b>12/28/15</b>	<b>12/26/16</b>
▪	<b>Journeyman Wireman</b>	\$2.45	\$2.60
▪	<b>Instrument Tech, Cable Splicer, Foreman, General Foreman</b>	\$2.45	\$2.60
▪	<b>Apprentices (Based on the Journeyman Pension Contribution rate):</b>		
○	Un-indentured, 1 <sup>st</sup> Period (43%)	\$1.05	\$1.12
○	2 <sup>nd</sup> Period (48%)	\$1.18	\$1.25
○	3 <sup>rd</sup> Period (50%)	\$1.23	\$1.30
○	4 <sup>th</sup> Period (60%)	\$1.47	\$1.56
○	5 <sup>th</sup> Period (70%)	\$1.72	\$1.82
○	6 <sup>th</sup> Period (80%)	\$1.96	\$2.08

(b) Payments shall be made monthly, together with a Monthly Payroll Report on a form that will be furnished for that purpose.

(c) Individual Employers who fail to remit Pension Plan payments monthly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union. Failure of an individual Employer to comply with the applicable provisions of this Section shall constitute a breach of this Agreement.



(d) Pension contribution rate increases (other than those listed in Section 4.08 (a), above), during the term of the Agreement shall be funded solely from wages.

**SECTION 4.09: Annuity Plan**

(a) It is mutually agreed between the parties hereto and in accordance with the IBEW Local Union No. 527 Annuity Plan entered into by and between the Southeast Texas Chapter, NECA, and Local Union No. 527, IBEW, that effective **November 30, 2015** the Employer will forward to the Annuity Plan for all **hours worked** within the geographical limits of the jurisdiction when work is performed for any Employer operating under the terms of this Basic Agreement, contributions for all bargaining unit employees in the amount listed below:

		<u>11/30/15</u>	<u>10/31/16</u>
▪ <b>Journeyman Wireman</b>		\$1.60	\$1.70
▪ <b>Instrument Tech</b>		\$1.67	\$1.77
▪ <b>Cable Splicer</b>		\$1.67	\$1.77
▪ <b>Foreman</b>		\$1.71	\$1.81
▪ <b>General Foreman</b>		\$1.82	\$1.92
▪ <b>Apprentices (Based on the Journeyman Annuity Contribution Rate):</b>			
○ Un-indentured	(0%)	\$0.00	\$0.00
○ 1 <sup>st</sup> & 2 <sup>nd</sup> Period	(0%)	\$0.00	\$0.00
○ 3 <sup>rd</sup> Period	(50%)	\$0.80	\$0.85
○ 4 <sup>th</sup> Period	(60%)	\$0.96	\$1.02
○ 5 <sup>th</sup> Period	(70%)	\$1.12	\$1.19
○ 6 <sup>th</sup> Period	(80%)	\$1.28	\$1.36

(b) Payment will be made monthly together with a Monthly Payroll Report on a form that will be furnished for that purpose.

(c) Individual Employers who fail to remit contributions called for under this Section monthly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union. Failure of an individual Employer to comply with the applicable provisions of this Section shall constitute a breach of this Agreement.

(d) If during the term of this Agreement, any additional funds are needed for the Annuity Plan, these funds shall be taken from wages.

(e) **401(k)** – Effective November 19<sup>th</sup>, 2003, all Employers signatory to this Agreement and/or employing workmen under the terms of this Agreement, shall deduct from each employee’s gross weekly payroll of employees who wish to participate, a voluntary deductible amount to be deposited into a 401(k) Plan, upon the written request of each employee. Such deductible amounts shall be in \$.50 increments. Employees may enroll at the beginning of the employment



with an Employer and enroll or change withholding each year during the month of January or July. Withholding will be made effective on the first payroll of the following month.

**SECTION 4.10: Direct Deposit**

- (a) An employer may offer direct deposit as a payment option to employees. Should the employee accept the offer of direct deposit, the forms used will be those required by the employer's financial institution. An employer is not required to offer, nor is an employee required to accept, the direct deposit payment option.

**SECTION 4.11:** (a) The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Local Union that such a violation or annulment has occurred.

(b) The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm, or corporation not recognizing the IBEW or one of its local unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other local union to be performed at the site of the construction, alteration, painting, or repair of a building, structure, or other work, will be deemed a material breach of this Agreement.

(c) All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and final and binding resolution of disputes.

**SECTION 4.12:** 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.

**SECTION 4.13:** The Labor-Management Committee shall not recognize any grievance or dispute unless written notice of the charge is given within thirty (30) days after a violation of this Agreement may have been committed.

## ARTICLE V

### **Hours - Wages - Overtime Procedures - Working Conditions**

**SECTION 5.01:** (a) Eight hours work between the hours of 8:00 A.M. and 4:30 P.M., with thirty (30) minutes for lunch, shall constitute a work day. In the event an employee is requested to work through his lunch period, he shall be paid at the rate of two (2) times the regular rate of pay for the lunch period. Lunch shall be eaten when the majority of crafts on the job schedule a lunch period. Except as provided by this Agreement, the lunch period shall be altered only by mutual consent between the Union and the Employer.

(b) When the majority of crafts on any job start work at a time other than the established starting time, then the electricians will also start at the alternate starting time without payment of overtime. The Standard Work Day may be altered at the Employer's discretion by up to two (2) hours. The conditions in all Sections of this Agreement which in any way apply to the starting and quitting times shall also be altered to conform to the hours of work applicable under this Section.

**SECTION 5.02:** (a) On all jobs within the jurisdiction of the Union, workmen shall be at their place of work at the starting time when ordered to report directly to the job and shall remain at their place of work until quitting time unless provisions contained in paragraph 2(e) of this Section apply.

(b) When employees report to a job and do not start work due to weather conditions, they shall receive two hours pay unless notified on the previous day not to appear. Upon the request of the Employer, they shall remain available on the job for this two-hour period. In the event men are put to work during this first two-hour period, but are unable to continue work due to weather conditions, they shall receive only the two hours referred to above. However, at the Employer's request, employees will remain on the job after the first two-hour period and will receive pay only for time on the job.

(c) When men are called out on trouble or emergency calls outside of regularly scheduled working hours and asked to report immediately, they shall be paid from the time they leave home until they return at the overtime rate, with a minimum of one (1) hour's time.

(d) When men are notified at least two hours in advance either on the job or outside of regularly scheduled working hours and asked to report to work on their job or any other job where the Employer holds a contract they shall be provided with a minimum of two hours pay at the prevailing rate.

(e) Nothing in this Agreement shall be construed as limiting the right of Employers to move, transfer, or assign employees from his shop to any specific job or from any job to any other job upon which said Employer holds a contract for the performance of the electrical work.

**SECTION 5.03:** After an individual employee has accumulated ten (10) hours in the work day, or forty (40) hours in the work week, overtime shall be paid at one and a half times (1 ½) the straight time rate of pay. This shall apply to make-up days as well. Work performed on Saturday shall be paid at a rate of one and a half (1 ½) times the straight time rate of pay. Sunday and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving and Christmas Day, shall be paid for at the rate of two (2) times the straight time rate of pay.

This Section shall apply to all shifts, projects and work performed under this agreement.

**SECTION 5.04:** No work shall be performed on Labor Day except in case of emergency.

**SECTION 5.05:** The rate of pay shall be as follows:

<u>Classification</u>	<u>11/30/15</u>	<u>*10/31/16*</u>
General Foreman	\$30.99	\$31.51
Foreman	\$28.97	\$29.46
Instrument Technician	\$29.95	\$30.40
Cable Splicer	\$27.95	\$28.40
Journeyman	\$26.95	\$27.40
<b>Apprentice (% of JW)</b>		
1st period (55%)	\$14.82	\$15.07
2nd period (58%)	\$15.63	\$15.89
3rd period (60%)	\$16.17	\$16.44
4th period (65%)	\$17.52	\$17.81
5th period (70%)	\$18.87	\$19.18
6th period (80%)	\$21.56	\$21.92

**\*Both parties agree at least 280,000 hours must be worked between July 27, 2015 and July 31, 2016 by signatory contractors reporting within the jurisdiction in order for the rate increase scheduled October 31, 2016 to be implemented.\***

- (a) It is agreed between the parties that the apprentice contribution of forty-five cents (\$.45) per hour worked shall be paid on all hours worked under the terms of this Agreement.
- (b) Instrument Technician - An employee performing calibration, loop check, and/or function test of process instrumentation equipment and/or systems on petro-chemical processing plants and/or related storage facilities or utility powerhouse installations and/or related fuel processing facilities with one or more of the following qualifications:
  - (1) Five or more years experience in the instrumentation field
  - (2) Associates degree in instrumentation
  - (3) EPRI certification
  - (4) ISA certification
- (c) Cable Splicer - An employee required to make 5KV or higher terminations, splices, and/or potheads on (1) paper-insulated lead cable or (2) varnished cambric lead cable, or (3) nitrogen blanketed paper-insulated lead cable.

**SECTION 5.06:** (a) The payroll period will begin with the start of the business at 12:00 A.M. on Monday of each week and continue through Sunday at 12:00 A.M. of the following week. Wages shall be available by Thursday at the specified quitting time. However, the week of the Thanksgiving holidays the wages will be available on Wednesday. Any workman laid off by the Employer shall be paid all of his wages immediately, except that any workman laid off on a Saturday or Sunday shall be paid all of their wages by Monday at 10:00 a.m. or the next regular business day of the week. In the event payment is not made, as set out above, waiting time at the regular rate shall be charged until payment is made. Any man who voluntarily severs his employment shall receive his wages on the specified payday at the shop at the specified quitting time. However, if check is not picked up by the above time, check will be mailed the following Monday without delay, and the employee waives any claim to waiting time.

(b) When a workman is terminated for any reason the Local Union and NECA shall be furnished a written report stating the reason for such termination. Any workman discharged for just cause by his Employer shall have his pay stopped as of the time of discharge with allowance for time necessary for the workman to gather his personal tools and belongings.

If an employee is terminated for cause, the Employer shall not be required to provide his wages immediately. All monies due the worker discharged for cause shall be available no later than noon the following business day.

(c) In the event the Employer fails to make all monies available within the prescribed time as outlined above, then the workman will be paid waiting time from the time of discharge until the time the workman's money is made available; however, the Employer will not be required to pay waiting time for any hours between 4:30 P.M. and 8:00 A.M.

(d) The Employer agrees that every effort will be made to provide the workman's money at the earliest possible time.

**SECTION 5.07:**

- (a) On all jobs requiring four or more journeyman, one shall be designated as foreman by the Employer. The foreman may be required to work with the tools at his or her Employer's discretion.
- (b) When the twelfth journeyman is employed there shall be one employee designated as foreman and one employee designated as general foreman who shall be in charge of the job and may supervise a crew at his discretion. For every additional 9 journeyman who are employed one shall be designated a foreman. When the forty-ninth journeyman is hired a second general foreman shall be designated.
- (c) When more than one general foreman is required, one shall be designated to be in charge of the job and the Union shall immediately be notified of this designation.
- (d) Those employees working as General Foreman and Foreman acknowledge that as a matter of personal responsibility they shall make every effort to avail themselves of any educational and/or skill improvement programs that might be developed by the Union or the Employer Association.
- (e) When journeymen are employed as warehousemen, they shall not be counted as members of a crew.

**SECTION 5.08:** (a) Any journeyman assigned the responsibility of a working foreman on jobs having less than seven (7) journeyman employed, shall receive the prevailing scale wages, and shall be allowed to work with the tools.

**SECTION 5.09:** Journeymen shall provide themselves with the following tools:

- |                         |                                 |
|-------------------------|---------------------------------|
| Knife                   | Hammer – one                    |
| Pencil                  | Pipe Wrenches - two 14" largest |
| Six Foot Rule           | Center Punch                    |
| Cutting Pliers - 1 pair | Voltage Tester                  |
| Channel Locks - 2 pair  | Hacksaw Frame                   |
| Screwdrivers – two      | Flashlight                      |
| Crescent Wrenches – two | Pocket Level                    |
| 12" largest             | Plumbob                         |
| Square                  | Tool Box - lockable and lock    |

The Employer agrees that in the event an employee's tools are stolen as a result of an obvious "breaking and entering" of the facility that has been provided for the storage and safekeeping of personal tools, then the Employer will replace those tools and tool box listed in this section and agrees to pay at least 50% of the replacement cost of such tools.

**SECTION 5.10:** 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 lockers, tool boxes, or other safe places for storage.

In the event an employee is required to weld on galvanized steel he shall be furnished the customary amount of milk or calcium pills, at the option of the Employee.

In the event it can be shown that an employee requesting milk is not using it for the purpose intended in this Section, then that employee shall forfeit his right to be furnished milk.

**SECTION 5.11:** (a) Workman shall install all electrical work in a safe and workmanlike manner and in accordance with the applicable code and contract specifications.

**SECTION 5.12:** A journeyman shall be required to make corrections on improper workmanship for which he is responsible, unless errors were made by orders of the Employer or the Employer's representative. If the improper workmanship of a journeyman creates an emergency condition, the journeyman will be required to make corrections on his own time during regular working hours or after regular working hours, if the emergency condition so warrants and as determined by the Employer and the Business Manager of the Local Union.

**SECTION 5.13:** 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 5.14:** The Employer shall pay for traveling time and furnish transportation from the shop to job, job to job, and job to shop.

**SECTION 5.15:** No traveling time or transportation shall be paid before or after working hours to workmen for traveling to or from any job within the jurisdiction of the Union when workmen are ordered to report to the job.

**SECTION 5.16:** The Employer shall furnish transportation to and from all jobs, together with all room, board, and other necessary expenses on jobs outside the jurisdiction of the Union. Workmen shall receive regular pay for time spent going to and from the job.

**SECTION 5.17:** No workmen shall use his personal automobile, motorcycle, or vehicle, in a manner considered to be unfair to other workmen. Workmen may use their personal automobile, motorcycle, or vehicle to transport themselves and their tools when such workmen are assigned by the Employer to their first specific job.

**SECTION 5.18:** On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two or more journeymen must work together.

**SECTION 5.19:** 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.

**SECTION 5.20:** The handling, moving and installation of all electrical equipment on the job shall be performed by workmen employed under the terms of this Agreement.

Prefabrication of all conduit shall be done by workmen employed under the terms of this Agreement.

**SECTION 5.21:** Where pipe cutting and threading machines are used, such shall be operated by workmen covered by this Agreement. When an apprentice operates such machines it shall be under the general supervision of a journeyman.

**SECTION 5.22:** On jobs where temporary electric lights, heat or power are used by any other trade or trades, the installation and the maintenance of such temporary lights, heat, or power shall be performed by workmen employed under the terms of this Agreement.

**SECTION 5.23:** (a) The Union and the Employer agree that every effort should be made to avoid the necessity of working overtime. However, in the event that overtime is required, then overtime shall be distributed as equally as possible among all employees subject to the following procedures:

(1) When overtime is required, the Employer or the Employer's representative in charge of the job shall determine the number of employees required. Those employees working as general foreman or foreman shall be excluded from overtime procedures and shall be selected to work at the discretion and direction of the Employer or the Employer's representative in charge of the job.

(2) Overtime shall be offered to employees in inverse order of overtime credits with the understanding that to provide and insure continuity on jobs and to provide that when special skills or special knowledge of the job is required then a twelve (12) hour difference in overtime may exist between an employee offered the overtime and an employee not offered the overtime.

(3) Except for those employees "called out" or "scheduled out" in accordance with Article V, Section 2(c) and (d), nothing in these provisions shall constitute a guarantee by the Employer of any fixed number of overtime hours to be worked.

(4) In the event special skills are required or special knowledge of a job for continuity purposes is required and employees possessing these requirements would not be eligible under the provisions above, then by mutual agreement between the Union, (Business Manager and/or Steward), and the Employer, other employees may be designated to fulfill those necessary requirements.

**SECTION 5.24:** Each individual Employer shall furnish the office of the Local Union with a copy of the Employer's weekly payroll for all workmen employed under the terms of this Agreement, on forms furnished by the Union and which are approved by the office of the Southeast Texas Chapter, National Electrical Contractors Association, and the office of Local Union 527, International Brotherhood of Electrical Workers. Such reporting forms shall indicate the names of the workmen, the number of hours worked by each workman, and the amount of wages paid.

**SECTION 5.25:** The Employer recognizes the right of the Union to appoint a steward at any shop or job where workmen are employed under the terms of this Agreement. A steward



shall be a qualified workman performing the work of his craft. Such steward shall be allowed adequate time to efficiently and prudently discharge his duties, at the job site, without being discriminated against. On jobs that have four or more journeymen (Foreman or General Foreman included), the Steward on the job will not be laid off or transferred unless by mutual consent of the parties to this Agreement.

**SECTION 5.26:** Effective October 29, 2012, upon termination, Apprentices shall be furnished documentation of the total hours worked for the Employer. The documentation will include the certifying Master's License Certificate Number and signature.

**SECTION 5.27:** The Union shall provide Employers with at least thirty (30) days' notice prior to the effective date of any changes to wages or benefits contribution rates.

## **ARTICLE VI**

### **Union Working Dues - Shift Work**

**SECTION 6.01:** The Employer agrees to deduct and forward to the Financial Secretary of the Local Union – upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

### **SECTION 6.02: Multiple Shifts**

(a) When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked, the first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the day shift shall receive eight (8) hours pay at the regular rate for eight (8) hours work.

(b) The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the swing shift shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7½) hours work.

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

(d) A lunch period of thirty (30) minutes shall be allowed on each shift.

(e) All overtime work required after the completion of a regular shift shall be paid at one and one-half times the shift hourly rate.

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

(g) There shall be no requirement for a day shift when either the second or third shift is worked.

**SECTION 6.03: 4-10's Work Schedule**

- a) The Employer may establish a work week consisting of four (4) consecutive ten (10) hour days between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, at the straight time rate of pay. An unpaid one - half hour period shall be allowed for lunch.
- b) The Employer may establish a second shift consisting of four (4) consecutive ten (10) hour nights between the hours 6:00 p.m. and 6:00 a.m., Monday through Friday, at the straight time rate plus **Two dollars (\$2.00)** per hour worked as a shift differential. An unpaid one - half hour period shall be allowed for a meal.
- c) Friday and Monday may be scheduled as make up days or regular work days. If utilized, a minimum of eight (8) hours work must be scheduled. All overtime will be paid according to the overtime provisions of Section D & E, below. Scheduling changes, regardless of duration, shall not affect the terms and conditions of this Section.
- d) After an individual employee has accumulated ten (10) hours in the workday, or forty (40) hours in the workweek, overtime shall be paid at a rate of one and one and a half times (1 1/2) the straight time rate of pay. This shall apply to make-up days, as well. Work performed on Saturdays shall be paid at one and a half (1 1/2) times the straight time rate. Work performed on Sundays and Holidays, as recognized in Section 5.03 of this Agreement, shall be paid at two (2) times the straight time rate.
- e) Overtime for the Second Shift shall be computed by adding the shift differential (\$2.00) to the straight time rate and then multiplying the sum by the applicable overtime rate.
- f) There shall be no pyramiding of overtime rates, and double the straight time rate shall be the maximum compensation for any hour worked.

**SECTION 6.04 Two Shifts**

The Employer may establish two shifts of eight (8) hours or more on each shift for a minimum of five (5) days duration. The hourly pay rate on the Second Shift shall be the straight time rate plus **two dollars (\$2.00)** per hour worked as a shift differential. Overtime payment shall begin to accrue following the normally scheduled quitting time in accordance with this Agreement.

## ARTICLE VII

### **National Electrical Industry Fund (NEIF)**

**SECTION 7.01:** (a) 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.

(b) 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.

(c) 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

### **National Electrical Benefit Fund**

**SECTION 8.01:** (a) 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.

(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 this Agreement.

## **ARTICLE IX**

### **National Labor Management Cooperation Committee (NLMCC)**

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

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- (3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) to enhance the involvement of workers in making decisions that affect their working lives; and;

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

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

**SECTION 9.03:** Each employer shall contribute one cent (\$.01) 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 Southeast Texas Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

### **COPE/PAC FUND**

**SECTION 10.01:** (a) The Employer agrees to deduct and transmit to IBEW-COPE five cents (5¢) for each hour actually worked from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by the IBEW-COPE.

(b) The deductions and payment of the deductions shall be made monthly and reported on the monthly computer reporting forms, along with all other Funds' payments, and shall be mailed to reach the office of the Southeast Texas Benefit Trust not later than seven (7) calendar days following the end of each payroll month in which the labor was performed.

(c) Any employee may revoke the voluntary authorization at any time by notifying the company and IBEW-COPE in writing of a desire to do so.

(d) The Union will indemnify and save the company harmless from any claims, suits, or any other form of liability as a result of making payroll deductions described above.

**SECTION 10.02: NON-RESIDENT EMPLOYEES**

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 10.03: GALVESTON ADMINISTRATIVE MAINTENANCE FUND**

(a) Effective January 31, 2001 all Employers subject to the terms of this Agreement shall contribute an amount equal to five cents (\$0.05) per hour worked by each employee working under the terms of this agreement; up to a maximum of 150,000 hours within a calendar year to the Galveston Administrative Maintenance Fund (AMF). Effective September 1, 2004, the Employer shall contribute an amount equal to ten cents (\$.10) per hour worked by each employee working under the terms of this agreement; up to a maximum of 150,000 hours within a calendar year to the Galveston Administrative Maintenance Fund (AMF).

(b) The sum shall be due the Galveston Administrative Maintenance Fund no later than the fifteenth (15<sup>th</sup>) of the month following the end of the calendar month in which the work was performed on a form provided by the Administration Fund.

(c) These funds are for the administration of the Agreement and the Administrator of the "Fund" shall be appointed by the Southeast Texas Chapter, NECA. The Administrator shall indemnify and save the Union harmless from any claims, suits, or any other form of liability as a result of administering this fund as described above.

(d) No part of the funds collected under this 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 unions.

(e) Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Fund payments, and received by the Southeast Texas Benefit Trust no later than the 15<sup>th</sup> of the month following the month in which the labor was performed.



(f) The failure of an individual employer to comply with the applicable provisions of the AMF shall constitute a breach of his labor requirements as pertains to the other trust funds set forth in this agreement. It shall be the responsibility of the fund and or the fund administrator, not the Local Union, to enforce this provision.

(g) Individual Employers who fail to remit AMF fund payments monthly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the AMF.

(h) Individual Employers who fail to timely remit AMF fund payments monthly shall also be liable for liquidated damages in the amount of ten percent (10%) of all unpaid amounts. If it becomes necessary to place the collection of any contributions with an attorney, the Employer shall be liable for attorney fees, interest, auditing fees and Court costs.

**SECTION 10.04: Local Labor-Management Cooperation Committee (LMCC)**

(a) 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.

(b) 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.



(c) Each employer shall contribute \$0 per hour at this time. 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 Southeast Texas Chapter, NECA, or its designee, shall be the collection agent for this Fund.

(d) 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 XI**

**SECTION 11.01**            **Code of Excellence** – 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.

**SECTION 11.02**            **Substance Abuse** - 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.


**SECTION 11.03:**            The Employer and the Union agree that as a matter of convenience there shall be attached to, and be made a part of this Agreement, an appendix entitled "Exhibit A - Economic Package" which will illustrate all economic payments called for in this Agreement together with any additional pertinent information relating to these economic payments.


**SECTION 11.04:** Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

**SECTION 11.05:** This Agreement sets forth the entire contract between the employer and the Union and supersedes all previous understandings and Agreements between them and the Amendments thereto.

**SIGNED FOR THE EMPLOYER:**

Galveston Division  
Southeast Texas Chapter  
National Electrical Contractors Association


  
Abel Alvarez, Chairman  
Galveston Division, NECA

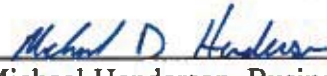
  
Allen Graine, Executive Director  
Southeast Texas Chapter, NECA

1/19/2016  
Date:

**SIGNED FOR THE UNION:**

Local Union No. 527  
International Brotherhood  
of Electrical Workers

  
David Trevino, President  
Local Union 527, IBEW

  
Michael Henderson, Business Manager  
Local Union 527, IBEW

1/19/2016  
Date:

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**March 3, 2016**  
  
Lonnie Stephenson, President  
This approval does not make the  
International a party to this agreement.

**EXHIBIT "A" - ECONOMIC PACKAGE**  
**Effective November 30, 2015**

**APPRENTICESHIP** - Article III, Section 16:  
 45¢ per hour worked.

**N.E.B.F.** - Article VIII, Section 1:  
 3% of gross wages

**SOUTHWESTERN HEALTH AND BENEFIT FUND** - Article IV, Section 7:  
 \$5.20 per hour worked.

Effective January 1, 2016, the Employer shall fund up to \$0.20 of any scheduled Journeyman medical contribution rate increase. All other classifications' contribution rates based on the Journeyman rate shall be increased accordingly.

**PENSION PLAN** - Article IV, Section 8: **Hours Worked**

	<b><u>12/28/15</u></b>	<b><u>12/26/16</u></b>
▪ <b>Journeyman Wireman</b>	\$2.45	\$2.60
▪ <b>Instrument Tech, Cable Splicer, Foreman, General Foreman</b>	\$2.45	\$2.60
▪ <b>Apprentices (Based on the Journeyman Pension Contribution rate):</b>		
○ Un-indentured, 1 <sup>st</sup> Period (43%)	\$1.05	\$1.12
○ 2 <sup>nd</sup> Period (48%)	\$1.18	\$1.25
○ 3 <sup>rd</sup> Period (50%)	\$1.23	\$1.30
○ 4 <sup>th</sup> Period (60%)	\$1.47	\$1.56
○ 5 <sup>th</sup> Period (70%)	\$1.72	\$1.82
○ 6 <sup>th</sup> Period (80%)	\$1.96	\$2.08

**ANNUITY PLAN** - Article IV, Section 9: **Hours Worked**

	<b><u>11/30/15</u></b>	<b><u>10/31/16</u></b>
▪ <b>Journeyman Wireman</b>	\$1.60	\$1.70
▪ <b>Instrument Tech</b>	\$1.67	\$1.77
▪ <b>Cable Splicer</b>	\$1.67	\$1.77
▪ <b>Foreman</b>	\$1.71	\$1.81
▪ <b>General Foreman</b>	\$1.82	\$1.92
▪ <b>Apprentices (Based on the Journeyman Annuity Contribution Rate):</b>		
○ Un-indentured (0%)	\$0	\$0
○ 1 <sup>st</sup> & 2 <sup>nd</sup> Period (0%)	\$0	\$0
○ 3 <sup>rd</sup> Period (50%)	\$0.80	\$0.85
○ 4 <sup>th</sup> Period (60%)	\$0.96	\$1.02
○ 5 <sup>th</sup> Period (70%)	\$1.12	\$1.19
○ 6 <sup>th</sup> Period (80%)	\$1.28	\$1.36

**401(K)** – Effective November 19<sup>th</sup>, 2003. Deducted amount as requested, in \$.50 increments. Enrollment and/or change withholding at the beginning of employment and/or in the months of January and July.

**WAGE** - Article V, Section 5: The rate of pay shall be:

<u>Classification</u>	<u>11/30/15</u>	<u>*10/31/16*</u>
General Foreman	\$30.99	\$31.51
Foreman	\$28.97	\$29.46
Instrument Technician	\$29.95	\$30.40
Cable Splicer	\$27.95	\$28.40
Journeyman	\$26.95	\$27.40
<b>Apprentice (% of JW)</b>		
1st period (55%)	\$14.82	\$15.07
2nd period (58%)	\$15.63	\$15.89
3rd period (60%)	\$16.17	\$16.44
4th period (65%)	\$17.52	\$17.81
5th period (70%)	\$18.87	\$19.18
6th period (80%)	\$21.56	\$21.92

**\*Both parties agree at least 280,000 hours must be worked between July 27, 2015 and July 31, 2016 by signatory contractors reporting within the jurisdiction in order for the rate increase scheduled October 31, 2016 to be implemented.\***

**UNION WORKING DUES** - Article VI, Section 1:

4% of gross wages deducted for Union members only, and only upon receipt of a signed authorization slip.

**INDUSTRY FUND** - Article VII:

1% of gross wages

**NLMCC** - Article IX:

\$0.01 per hour worked

**COPE/PAC FUND** - Article X:

\$0.05 per hour worked deducted only upon receipt of a signed authorization slip.

**ADMINISTRATIVE MAINTENANCE FUND** - Article X:

\$0.10 per hour worked









