

Local Union 479, IBEW
and the
Coastal Sabine Division of the Southeast Texas Chapter of NECA
2014 Agreement between the Parties

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2014

AGREEMENT

between

LOCAL UNION NO. 479 of the
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

and

COASTAL-SABINE DIVISION of the
SOUTHEAST TEXAS CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION, INC.

Beaumont, Texas

PARTIES CLAUSE

Agreement by and between the Coastal Sabine Division of the Southeast Texas Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 479, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the Southeast Texas Chapter of NECA and the term "Union" shall mean Local Union No. 479, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Effective Date - Changes - Term of the Agreement

SECTION 1.01: Period of Agreement

This Agreement shall take effect September 29, 2014 and shall remain in effect through September 30, 2018, 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 October through the last pay period in September of each year, unless changed or terminated in the way later provided herein.

SECTION 1.02: Notice of Amendment

- (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 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the Negotiating Committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this agreement shall be handled in the same manner as a proposed change.

SECTION 1.03: Amendment by Consent

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: No Work Stoppage

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: Labor Management Committee

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: Grievances

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: Voting and Quorum

All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

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.

SECTION 1.10: Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within thirty (30) working days of its occurrence shall be deemed to no longer exist.

ARTICLE II**Standard Inside Referral**

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 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 referral 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, 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 2.05: Register of Applicants Group I to IV

The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

Journeyman Wireman - Journeyman Technician

GROUP I

All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least six months 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 I.B.E.W. or

have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III

All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

GROUP IV

All applicants for employment who have worked at the trade for more than one year.

SECTION 2.06: If the registration list 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 but such applicants, if hired, shall have the status of "temporary employees".

SECTION 2.07: Temporary Employees

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

"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.

Angelina	Orange
Hardin	Polk
Houston	Sabine
Jasper	Trinity
Jefferson	Tyler
Newton	
Chambers - That part east of the Trinity River	
Liberty - That part east of the Trinity River	

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

SECTION 2.09: Resident

"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: Examination

An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

SECTION 2.11: Out of Work List

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: An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

SECTION 2.13: An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

SECTION 2.14: 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 2.15: 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 2.16: Exception of Referral

The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

SECTION 2.17: Appeals Committee

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

SECTION 2.18: 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 2.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

SECTION 2.19: 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 Procedures records at any time during normal business hours.

SECTION 2.20: 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 of this Agreement.

SECTION 2.21: Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

ARTICLE III

Standard Inside Apprenticeship and Training Language

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 (un-indentured, intermediate journeymen, etc.)

SECTION 3.02: All JATC member appointments, re-appointments 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 should 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 outlined 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 only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

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

SECTION 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 some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

SECTION 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 un-indentured workers who meet the basic qualification for apprenticeship. Un-indentured workers shall not remain employed if apprentices become available for OJT assignment. Un-indentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the un-indentured 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 un-indentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

Should an un-indentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an un-indentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to un-indentured; 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 un-indentured. 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 one (1) 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 three journeymen or fraction thereof. Should the parties agree to a ratio higher than the minimum 2 to 3, the following table must be modified to reflect the larger number of allowable apprentices.)

Number of Journeymen	Maximum Number of Apprentices/Un-indentured
1 to 3	3
4 to 6	6
etc.	etc.

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

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

SECTION 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 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 \$0.39. 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

Management Rights - Union Rights

SECTION 4.01: Management Rights

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

SECTION 4.02: Union Members Working

No member of the Union, except those meeting the requirements of "Employer" as defined herein, shall contract for any electrical work.

SECTION 4.03: Employers Working

After one (1) year from the date of the Employer's execution of a Letter of Assent to this Agreement, no individual connected with an employing concern as Owner, Manager, Partner, or Member of a Board of Directors shall perform any manual electrical work. Non-bargaining unit personnel that do not meet the strict legal definition of Owner, Manager, Partner, or Director of the type of business entity signatory to this Agreement may not work with their tools at any time.

SECTION 4.04: Favored Nations

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

SECTION 4.05: Union Recognition

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

SECTION 4.06: Definition of Employer

- (a) Certain qualifications, knowledge, and financial responsibilities are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications: (1) Maintaining a place of business with a business telephone; (2) And, not connected with or part of a domestic establishment; (3) And, with a suitable financial status to meet payroll requirements (business line of credit or company cash assets of a minimum of \$200,000); (4) And, must employ at least one Journeyman continuously.
- (b) The Employer must be licensed by the State of Texas as a Master Electrician or employ a person who is so licensed as a Master Electrician.
- (c) The Employer must submit proof of general liability insurance and either workers' compensation insurance or a certificate of authority to self insure, or a statement that the applicant has elected not to obtain workers' compensation insurance pursuant to Subchapter A, Chapter 406, Labor Code, with the initial and renewal applications. General liability insurance must at a minimum:
 - (i) be at least \$300,000 per occurrence (combined for property damage and bodily injury);
 - (ii) be at least \$600,000 aggregate (total amount the policy will pay for property damage and bodily injury coverage); and
 - (iii) be at least \$300,000 aggregate for products and completed operations
- (d) All Employers subject to the terms of this Agreement shall carry an Indemnity Bond issued by a Company authorized to do business in the State of Texas. This bond is used as evidence of financial responsibility, and to insure proper payments to the I.B.E.W. Local Union #479 Pension Fund, the Southwestern Health & Benefit Fund, the Electrical Joint Apprenticeship and Training Trust Fund, the National Electrical Benefit Fund, to Local Union No. 479, I.B.E.W. for dues withheld upon behalf of the Union members, to Local Union No. 479, I.B.E.W. Credit Union, and the selected Annuity Plan. Effective July 1, 1997, the following indemnity bond schedule shall be used:

<u>Workmen Employed</u>	<u>Bond Amount</u>
1-5	\$ 5,000
6-10	\$10,000
11-15	\$15,000
16-20	\$20,000
21-30	\$25,000

If an employer is unable to secure the bonding required, then they will be required to pay the benefits on a weekly basis. Effective January of each year, employers shall carry a bond equal to the previous 12 months' average employment. This Bond shall be furnished to the Local Union before men will be referred to the Contractor.

The Bond shall provide that it may not be canceled by either the Employer or the Insurance Carrier without thirty (30) days written notice in advance to the Union by certified, registered, or insured mail from the Surety. Proof of the execution of the Bond, in the form of an affidavit executed by the Insurance Carrier, shall be furnished the Union for each Employer. Such affidavit shall show on its face that it may not be canceled by either the Insurance Carrier or the Employer without prior notification to the Union. The Local Union shall furnish a copy of the affidavit of Bond to each of the Funds.

The obligee (Local Union No. 479, I.B.E.W.) shall notify the Surety within thirty (30) days after having knowledge of a breach of this Agreement by the principle hereof.

- (e) In the event of an Employer giving an uncollectible check, this Agreement shall be considered breached by the Employer until the sum involved has been made good, together with all added costs.

SECTION 4.07: Workers Compensation

For all employees covered by this Agreement, the Employer shall carry Workmen'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. The Employer shall also make contributions to the Texas Workforce Commission for all employees covered under the terms of this Agreement.

SECTION 4.08: Discipline for Violation of Union Constitution

The Union reserves the right to discipline its members for violations of its laws, rules, and agreements.

SECTION 4.09: Annulment Sub Contracting

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 I.B.E.W., 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 Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm, or corporation not recognizing the I.B.E.W. or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction,

alteration, painting, or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

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

SECTION 4.10: Discrimination Clause

The Union and the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or age.

SECTION 4.11: Foremen

- (a) **Foreman A & B:** On all jobs requiring five (5) Journeymen, one shall be designated as a Foreman A by the Employer. On all jobs requiring six (6) or more Journeymen, one shall be designated as a Foreman B by the Employer.
- (b) The Foreman may be required to work with tools the same as any Journeyman until the seventh (7th) Journeyman comes on the crew. Then he shall not work with the tools. This shall not be interpreted to mean that he will be prohibited from the use of slide rule, pocket rules, measuring tape, or any instrument needed in laying out work to his crew, nor shall it mean he is prohibited from signaling equipment or delivering small items of material to Journeymen that can be carried by hand in his routine traveling over his job.
- (c) At no time will a Foreman supervise more than ten (10) Journeymen, unless special permission is given by the Business Manager. The second and subsequent Foreman employed on any job may be required to work with the tools until the seventh (7th) Journeyman comes on the crew, then he becomes a non-working Foreman. There shall be no more than one working Foreman on any job.
- (d) When more than two Foreman are employed on any one job, one shall be designated as General Foreman.
- (e) On all jobs having a Foreman, workmen are not to take direction or orders or accept the layout of any job from anyone except the Foreman.
- (f) No Foreman on one job shall at the same time perform work on another job.

SECTION 4.12: Instrument Technician

- (a) An employee performing calibration, loop check, and/or function testing of process instrumentation equipment and/or systems on petrochemical processing plants and/or related storage facilities with one or more of the following qualifications: EPRI certification; ISA certification.

- (b) If certified Instrument Technicians are not available for referral, a qualified Journeyman Wireman may be referred and/or perform work as an Instrument Technician.

ARTICLE V

Hours - Wage Payments - Working Conditions - Call outs

SECTION 5.01: Hours

- (a) The standard workday shall be an established eight (8) hour period between the hours of 7:00 A.M. and 5:00 P.M., exclusive of a thirty (30) minute lunch period. Forty (40) hour per week shall constitute a week's work, Monday through Friday, inclusive.
- (b) The workday starts at 7:00 a.m. and ends at 7:00 a.m. the following morning. The workweek ends at 7:00 a.m. on Monday morning. Sunday start time is 7:00 a.m. on Sunday morning.
- (c) Employees shall be on the job, ready for work, at the assigned starting time and shall remain on the job until quitting time.
- (d) When job conditions for part of or all of the work indicate the need for change in the established starting and/or stop time, the Contractor may make such changes as necessary (up to two (2) hours). The Employer will give all affected employees reasonable notice of such changes.

SECTION 5.02: Established Work Day

- (a) All time worked before and after the established workday of eight (8) hours, after an employee has accumulated eight (8) hours in the workday or forty (40) hours in the workweek, Monday through Friday, and all time worked on Saturday, shall be paid for at a rate of time and one-half (1½). All time on Sundays and the holidays stated in 5.02 (b) shall be paid for at the rate of double time.
- (b) The following six (6) days shall constitute the legal holidays within the terms of this Agreement: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- (c) No work shall be performed on Labor Day except in case of emergency.
- (d) At the Contractor's and/or Owner's option, the job may be shut down on twenty-four (24) hours notice being given. Holidays listed above may be changed by mutual agreement by the Union and the Contractor. Also, the Contractor may change holidays to coincide with those holidays recognized by the Owner.

SECTION 5.03: SHIFT WORK

(a) Multiple Shifts

- i. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:
- ii. The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.
- iii. The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus \$1.50 for all hours worked.
- iv. The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus \$1.50 for all hours worked.
- v. The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.
- vi. If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.
- vii. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.
- viii. There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

(b) Two Shifts: If the Employer establishes two shifts of nine (9) hours or more on each shift, then the hourly pay rate on the Second Shift or Evening Shift shall be the straight time rate plus one dollar and fifty cents (\$1.50) per hour worked as a shift differential.

All overtime on shift work shall be paid at the time and one-half (1½) rate except Sundays and holidays shall be paid at the double time rate.

SECTION 5.04: Flexible Work Hours

When required or requested by the customer, the Employer, with notice to the Union, may schedule a flexible working hours shift consisting of a minimum of eight (8) consecutive hours of work with a thirty (30) minute lunch break after the first four (4) hours of work between the hours of 4:30 p.m. and 8:00 a.m., Monday through Friday, at the straight time hourly rate.

SECTION 5.05: Call Outs

A "Call-Out" shall be defined as notification to report for work by whatever means to an employee for work outside of his regular shift or on a regularly scheduled day off or holiday. Call-Outs as defined above shall be paid in accordance with one of the following categories:

- (a) A Call-Out prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked at the applicable overtime rate.
- (b) When an employee is called out to work at or after the established starting time on Saturday, Sunday, scheduled day off or holidays, he shall be paid not less than two (2) hours at the applicable overtime rate for that day except when his call-out is prior to and continuous with his normal work hours.

On a Call-Out, when guaranteed hours prevail, the employee may be required to work the necessary time guaranteed by the Contractor. If an employee shall stop work for reasons of his own and without approval of the Contractor Representative, he shall be entitled to pay for the hours actually worked in the day, and the two (2) hour minimum conditions shall not apply.

- (c) If there is an overlapping of a man's time from the 5th day to the 6th day, the 6th day to the 7th day or holidays as a result of a Call-Out from one day to the next, the employee shall be paid under the two (2) hours plan as outlined in sub-SECTION (b) above at the applicable overtime rate, but at no time will he receive the two (2) hour guarantee more than once for any one Call-Out.

SECTION 5.06 Wage Payments

- (a) The minimum hourly wage rates shall be as follows:

<u>Effective Date</u>	<u>9/29/14</u>	<u>9/28/15</u>	<u>9/26/16</u>	<u>9/25/17</u>
Journeyman Wireman:	\$27.40	\$28.05	\$28.60	\$29.15
Foreman A:	\$28.70	\$29.35	\$29.90	\$30.45
Foreman B:	\$29.40	\$30.15	\$30.75	\$31.35
Welder:	\$29.40	\$30.15	\$30.75	\$31.35
Instrument Tech:	\$29.40	\$30.15	\$30.75	\$31.35
General Foreman:	\$30.70	\$31.45	\$32.05	\$32.65

Apprentices:

- (b) Effective April 30, 2012, the Periods of Apprenticeship shall be reduced from ten (10) to six (6) Periods:

<u>Effective Date</u>		<u>9/29/14</u>	<u>9/28/15</u>	<u>9/26/16</u>	<u>9/25/17</u>
1st period	53%	\$14.52	\$14.87	\$15.16	\$15.45

2nd period	56%	\$15.34	\$15.71	\$16.02	\$16.32
3rd period	62%	\$16.99	\$17.39	\$17.73	\$18.07
4th period	68%	\$18.63	\$19.07	\$19.45	\$19.82
5th period	74%	\$20.28	\$20.76	\$21.16	\$21.57
6th period	80%	\$21.92	\$22.44	\$22.88	\$23.32

- (c) Apprentice advancement to Journeyman Wireman Status and Journeyman rate of pay requires a valid Texas State Journeyman's License.
- (d) Should Local Union 479 elect to allocate any fraction of an established wage increase to benefits, such an elected change shall be communicated, in writing, to the Coastal Sabine Division, Southeast Texas Chapter of NECA, within 45 days of the effective date of the Agreement in which the wage rate change in question was established. The parties shall provide thirty (30) days-notice to the Employer prior to the effective date of any changes in wage or contribution rates.
- (e) **Special Provisions** Special provisions are made in the following Counties: Angelina, Houston, Jasper, Polk, Sabine, Trinity, and Tyler. The minimum rate of wages shall be eighty percent (80%) of the effective wage rates in paragraph (a) above. An Employer shall be allowed to work with his tools until he has employed the third (3rd) Journeyman in the above Counties.
- (f) **Special Provisions Wage Payments**

The minimum hourly wage rates shall be as follows:

<u>Effective Date</u>	<u>9/29/14</u>	<u>9/28/15</u>	<u>9/26/16</u>	<u>9/25/17</u>
Journeyman Wireman:	\$21.92	\$22.44	\$22.88	\$23.32
Foreman A:	\$22.96	\$23.48	\$23.92	\$24.36
Foreman B:	\$23.52	\$24.12	\$24.60	\$25.08
Welder:	\$23.52	\$24.12	\$24.60	\$25.08
Instrument Tech:	\$23.52	\$24.12	\$24.60	\$25.08
General Foreman:	\$24.56	\$25.16	\$25.64	\$26.12

Apprentices: Effective April 30, 2012, the Periods of Apprenticeship shall be reduced from ten (10) to six (6) Periods:

<u>Effective Date</u>	<u>9/29/14</u>	<u>9/28/15</u>	<u>9/26/16</u>	<u>9/25/17</u>
1st period	\$11.62	\$11.89	\$12.13	\$12.36
2nd period	\$12.28	\$12.57	\$12.81	\$13.06
3rd period	\$13.59	\$13.91	\$14.19	\$14.46

4 th period	68%	\$14.91	\$15.26	\$15.56	\$15.86
5 th period	74%	\$16.22	\$16.61	\$16.93	\$17.26
6 th period	80%	\$17.54	\$17.95	\$18.30	\$18.66

SECTION 5.07: Payroll Period

The payroll period will begin with the beginning of business at 12:01 A.M. on Monday of each week, and continue through Sunday, at 12:00 Midnight of the following week. Wages shall be available at the regular quitting time and paid on Thursday for work done up to 12:00 Midnight, on the preceding Sunday. Should Thursday be one of the days noted in Section 2 hereof, wages shall be paid by the regular quitting time on Wednesday of work done up to 12:00 Midnight, on the preceding Sunday.

SECTION 5.08:

- (a) **Termination Notice** Workmen being laid off or discharged by an Employer, or workmen severing their employment voluntarily, shall be given a termination notice by their Employer, who will also send a copy to the Southeast Texas Chapter, N.E.C.A. and to Local Union 479, I.B.E.W.
- (b) **Direct Deposit** 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 bank. An Employer is not required to offer, nor is an Employee required to accept, the direct deposit payment option.
- (c) **Rectify Paychecks** After being notified, the Employer shall have four (6) hours during normal job hours to rectify any mistakes on paychecks without penalty.
- (d) Any workmen laid off by the Employer shall be paid all his wages immediately. In the event payment is not made, as set out above, waiting time at the regular rate shall be charged until payment is made, not to exceed eight (8) hours in any one day. Any man who voluntarily severs his employment, or is discharged for cause, shall receive his wages within forty-eight (48) hours, excluding Saturday, Sunday and holidays at the shop. If the employee does not collect his wages at the Employer's headquarters within forty-eight (48) hours, the Employer will mail the employee's wages the following day to any pre-designated address. The Employer shall only be accountable for mailing such check and not for the delivery of such. In the event payment is not made as set out above, waiting time at the regular rate shall be charged until payment is made.

SECTION 5.09: Reporting for Work

An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall be paid two (2) hours at the basic straight time hourly rate for his classification, unless he was notified the previous workday not to report.

When employees start to work, they shall be paid not less than two (2) hours and if they work beyond the two (2) hours, they shall be paid actual time worked. If an employee refuses to start or stops work on his own volition, the minimum set forth herein shall not apply.

SECTION 5.10: Tools

Journeyman shall provide themselves with the following tools and these only:

Knife	Hammers - 2 Lb. Largest
Pencil	Hacksaw frame
Six-foot rule	Keyhole saw
Pliers – cutting	Level – small
Pair pliers – gas	Square
Screwdrivers	Center punch
Crescent wrenches - 12" largest	Stake-on pliers
2 Pipe wrenches - 12" largest	Lockable tool box
Wood chisel	Lock

The Employer shall provide safe storage for personal tools.

SECTION 5.11: 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, toolboxes, or other safe places for storage.

SECTION 5.12: Installation of Electric Work

Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with the applicable code and contract specifications.

SECTION 5.13: Improper Workmanship

A Journeyman shall be required to make corrections on improper workmanship of which he is responsible, unless errors were by order 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 the regular working hours or after working hours, if the emergency conditions so warrant and as determined by the Employer and the Business Manager of the Local Union.

SECTION 5.14: Union Representative Access

The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement.

SECTION 5.15: Travel Time

(a) When workmen are ordered to report to the shop, the Employer shall, within the jurisdiction of the Union, pay for traveling time and furnish transportation from shop to job, and from job to job. Workmen will remain on the job until the end of the established workday. The Employer will furnish transportation only from the job to the shop. However, should the

Employer fail to return workmen to the shop by the end of the established workday, they shall receive overtime at the prevailing rate from the end of the established workday, with a minimum of thirty (30) minutes. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, board and all other necessary expenses.

- (b) Nothing in this Agreement shall be constructed as limiting the right of the Employer 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. An employee, once on the Employers payroll, may be worked by him at any location at the discretion of the Employer.

SECTION 5.16: No traveling time shall be paid or transportation furnished before or after working hours to workmen for traveling to or from any job in the jurisdiction of the Union when men are ordered to report on the job.

SECTION 5.17: Energized Circuits over 440

On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more Journeymen must work together.

SECTION 5.18: Prefabrication of Conduit

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

SECTION 5.19: Pipe Cutting and Threading

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 supervision of a Journeyman.

SECTION 5.20: Channeling of Brick and Concrete

All channeling of brick and concrete in connection with installation of raceways or equipment shall be performed by workmen employed under the terms of this Agreement.

SECTION 5.21: Welding and Cutting Materials

The handling, moving and installation of all electrical material, equipment and machinery and the mounting and setting thereof, together with any necessary welding, or cutting on any job, shall be performed by workmen employed under the terms of this Agreement.

SECTION 5.22: Workman Personal Vehicle

No workmen shall use his personal automobile, motorcycle, or vehicle, in a manner considered to be unfair to other workmen. General Foremen and above shall not be subject to this provision.

SECTION 5.23: Warehousemen

When a permanent warehouse is maintained on a job site during construction and a warehouseman is employed, he shall be a Journeyman. When additional warehousemen are employed, they shall be employed under the terms of this Agreement.

SECTION 5.24: Temporary Power

On all jobs where temporary electric lights, heat or power, are used by any other Trade or Trades, installation and maintenance of such temporary lights, heat or power shall be performed by workmen under the terms of this Agreement.

SECTION 5.25: Unscheduled Overtime and Call Outs

Employees working more than two (2) hours of unscheduled overtime or more than four (4) hours of emergency callout overtime, and each four (4) hours thereafter, shall be furnished a paper bag or box lunch with a drink (or \$12.00 in lieu of the meal and drink) by the Employer, and eaten on the Employer's time.

SECTION 5.26: Stewards

- (a) The Employer recognizes the right of the Business Manager to appoint a Steward on each job. The Steward shall be allowed ample time to take care of Union business and shall not be discriminated against for any lawful Union activity.
- (b) Any Steward shall be a qualified workman performing work of his craft and shall exercise no supervisory function.
- (c) There shall be no non-working Stewards.
- (d) No Steward shall be removed from the job until notice has been given to the Business Manager.

SECTION 5.27: Identification Badges

- (a) All employees working under the terms of this Agreement, at the discretion of the Employer, may be required to wear an identification badge in plain view during work hours.
- (b) No employees covered by the terms of this Agreement shall clock in or out.

SECTION 5.28: Hydration

Workers shall be permitted to maintain adequate hydration.

ARTICLE VI

First Aid and Safety

SECTION 6.01: The employees covered by the terms of this Agreement shall at all times, while in the employ of the Company, be bound by the safety rules and regulations as established by the Owner.

ARTICLE VII

Transportation

SECTION 7.01: At plant locations where private transportation is not permitted, the Employer shall furnish transportation that provides shelter from inclement weather from the gate to the job site and back to the gate when said distance is one-half (½) mile or more.

ARTICLE VIII

No Work Stoppage

SECTION 8.01: No strikes, work stoppages, picketing or slow downs for any reason will be recognized, incited or supported by the employees and/or Union. There will be no lockouts by the Contractors.

ARTICLE IX

4-10's Work Schedule

SECTION 9.01:

- 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 one dollar and fifty cents (\$1.50) per hour worked as a shift differential. An unpaid one - half hour period shall be allowed for a meal.
- c. Friday may be used as a make-up day, and, 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, Monday through Friday, overtime shall be paid at a rate of one and one-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 1.5 times the straight time rate. Work performed on Sundays and Holidays, as recognized in Section 5.02 (b) 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 (\$1.50) 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.

ARTICLE X

National Electrical Benefit Fund

SECTION 10.01: It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

ARTICLE XI

Family Medical Care

SECTION 11.01:

- (a) It is hereby mutually agreed between parties hereto and in accordance with the "Welfare Contract" entered into by and between the Southeast Texas Chapter of the National Electrical Contractors Association and Local Union No. 479, International Brotherhood of Electrical Workers, that the Employer will forward, to the mutually selected Medical Trust Fund contributions on behalf of eligible employees 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) The Employer shall contribute \$5.20 per hour worked to the SWHBF "Regular" Plan on behalf of Journeymen Wiremen, Instrument Technicians, Welders, Foremen A, Foremen B, General Foremen, Apprentices (Un-indentured, and 1st thru 6th Period), and Alternative Apprentices (3rd thru 6th Period, Only) who entered the program prior to April 1, 2012.
- (c) Effective April 30, 2012, the Employer shall contribute \$2.50 per hour worked to the SWHBF "Sub" or "Tiered" Plan on behalf of Apprentices (Un-indentured, and 1st thru 6th Period), and Alternative Apprentices (3rd thru 6th Period, Only) who entered the program on or after April 1, 2012.
- (d) If the \$2.50 Employer contribution rate for the "Sub" Plan for Apprentices and AA's is increased or the option for the \$2.50 level of coverage is eliminated during the term of this Agreement, this Agreement shall be opened for negotiations exclusively on that subject.
- (e) Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Funds payments, and mailed to the Southeast Texas Benefit Fund no later than the 15th of the month following the month in which the labor was performed.
- (f) Individual Employers that fail to remit regularly 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 Health and Welfare Fund. Failure of an individual Employer to comply with the applicable provisions of the SECTION shall constitute a breach of this Agreement.
- (g) The mutually selected Health and Welfare Plan is now Southwestern Health and Benefit Fund. However, by mutual agreement, the parties may elect another Health and Welfare Plan during the term of this Agreement.
- (h) If, during the life of this Agreement between the parties, the Health and Welfare Fund Trustees mandate an increase in the contribution rate, the increase shall be funded equally by the parties.

ARTICLE XII

Pension Fund

SECTION 12.01:

- (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 of the National Electrical Contractors Association and Local Union No. 479, International Brotherhood of Electrical Workers, the Employer shall make contributions on behalf of eligible Employees to the Pension Plan for all hours actually worked within the

geographical limits of the Union's jurisdiction when work is performed for any Employer operating under the terms of this Agreement.

- (b) Effective March 26, 2012, the Employer shall contribute to the Pension Plan \$3.75 per hour worked on behalf of Journeymen, Foremen A, Foremen B, General Foreman, Welders, and Instrument Technicians.
- (c) Effective April 30, 2012, the Employer shall contribute to the Pension Plan on behalf of Apprentices and Alternative Apprentices (AA's) in accordance with the schedule below (based on a percentage of the Journeyman Pension Contribution Rate):

Apprentice; Alternative Apprentices:	Percentage	Contribution
Un-indentured, 1 st & 2 nd Period	(0%)	\$0.00
3rd period	(20%)	\$0.75
4th period	(40%)	\$1.50
5th period	(60%)	\$2.25
6th period	(80%)	\$3.00

- (d) Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Funds payments, and mailed to the Southeast Texas Benefit Fund no later than the 15th of the month following the month in which the labor was performed.
- (e) Individual Employers that fail to remit regularly 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 Health and Welfare Fund. Failure of an individual Employer to comply with the applicable provisions of the SECTION shall constitute a breach of this Agreement.

ARTICLE XIII

National Electrical Industry Fund (NEIF)

SECTION 13.01: Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

- (a) 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.

- (b) 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.
- (c) (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).
- (d) 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 XIV

Credit Union

SECTION 14.01: Each Employer, when requested, shall deduct from his employees' weekly wage, an authorized amount (in multiples of five dollars), and forward it weekly to the I.B.E.W. Local Union No. 479 Federal Credit Union, P.O. Box 20877, Beaumont, Texas 77720.

The Union will supply a report form for listing each participant's name, Social Security number, and the amount withheld. A copy of this report, along with deducted wages, shall be forwarded at least bi-weekly, no later than Sunday following the last day of the pay period in which the labor was performed.

SECTION 14.02: Authorization for these deductions shall be made on a special form supplied by Local Union No. 479. The form shall be signed by the employee and contain his name, Social Security number, credit union account number, and the amount to be withheld.

SECTION 14.03: Participants shall start their deductions only when first referred to an Employer, or on the first full weekly pay period for any quarter (January, April, July, or October) of any year.

SECTION 14.04: Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice.

ARTICLE XV

Annuity Fund

SECTION 15.01:

- (a) It is hereby mutually agreed between the parties hereto, and in accordance with the "Annuity Contract" governing the Annuity Plan entered into by and between the Southeast Texas Chapter of the National Electrical Contractors Association and Local Union No. 479,

International Brotherhood of Electrical Workers, that the Employer shall make contributions on behalf of eligible Employees to the Annuity Plan for all hours actually paid within the geographical limits of the Union's jurisdiction when work is performed for any Employer operating under the terms of this Agreement.

- (b) Effective September 29, 2014 the Employer shall contribute to the Annuity Plan \$1.50 per hour paid on behalf of Journeymen, Foremen A, Foremen B, General Foreman, Welders, and Instrument Technicians. (Straight Time: \$1.50 per hour, Time and One Half: \$2.25, Double Time: \$3.00). Effective September 28, 2015 the Employer shall contribute to the Annuity Plan \$1.70 per hour paid on behalf of Journeymen, Foremen A, Foremen B, General Foreman, Welders, and Instrument Technicians. (Straight Time: \$1.70 per hour, Time and One Half: \$2.55, Double Time: \$3.40). Effective September 26, 2016 the Employer shall contribute to the Annuity Plan \$1.90 per hour paid on behalf of Journeymen, Foremen A, Foremen B, General Foreman, Welders, and Instrument Technicians. (Straight Time: \$1.90 per hour, Time and One Half: \$2.85, Double Time: \$3.80). Effective September 25, 2017 the Employer shall contribute to the Annuity Plan \$2.10 per hour paid on behalf of Journeymen, Foremen A, Foremen B, General Foreman, Welders, and Instrument Technicians. (Straight Time: \$2.10 per hour, Time and One Half: \$3.15, Double Time: \$4.20).
- (c) Effective April 30, 2012, the Employer shall contribute to the Annuity Plan on behalf of Apprentices and Alternative Apprentices (AA's) in accordance with the schedule below (based on a percentage of the Journeyman Annuity Contribution Rate):

Classification:	Percentage
Un-indentured	(0%)
1 st & 2 nd Period	(0%)
3rd period	(20%)
4th period	(40%)
5th period	(60%)
6th period	(80%)

- (d) Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Funds payments, and mailed to the Southeast Texas Benefit Fund no later than the 15th of the month following the month in which the labor was performed.
- (e) Individual Employers that fail to remit regularly 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 Health and Welfare Fund. Failure of an individual Employer to comply with the applicable provisions of the SECTION shall constitute a breach of this Agreement.

SECTION 15.02: 401(K) Plan:

Effective the first payroll period ending date in January 1999, employees shall be eligible to participate in the 401(K) Plan established by and under the guidelines of the Trustees of the IBEW

Local 479 Annuity Plan. Such contributions shall be made on a voluntary basis, and will be non-matching by the employer until such time that matching contributions are negotiated by the two parties signatory to this agreement.

Contributions will be deducted from the employees weekly paycheck in \$.50 increments. There is no limit to the amount the employee may elect to have deducted. These contributions, like Annuity contributions, will be made on a straight time, time and one half (1 ½) and double time (2) rates of pay, as they would apply. Start and/or change notices will occur during the first weekly payroll period of January and July each year, or each time an employee hires in at contractor shop or office.

Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Funds payments, and mailed to the Southeast Texas Benefit Fund no later than the 15th of the month following the month in which the labor was performed.

ARTICLE XVI

Union Working Dues

SECTION 16.01: 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.

ARTICLE XVII

COPE/PAC Fund

SECTION 17.01: 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.

The deductions shall be made weekly and payment of the deductions 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 Fund no later than the 15th of the month following the month in which the labor was performed.

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.

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.

ARTICLE XVIII

Fringe Benefit Payments

SECTION 18.01: Fringe Benefits provided for under this Agreement are due and payable no later than the 15th of the month following the month in which the labor was performed. Each Employer shall file a monthly report for each fringe benefit, in the form established therefore. Each report shall be filed, regardless of whether or not the Employer has employed any employees in the month covered by said report.

ARTICLE XIX

Jury Duty

SECTION 19.01: The parties have agreed to put enabling language into the Agreement to negotiate a Jury Duty Program at some future negotiations.

ARTICLE XX

Non-Resident Employees

SECTION 20.01: 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 I.B.E.W. International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

ARTICLE XXI

Coastal Sabine Administrative Maintenance Fund

SECTION 21.01:

- (a) Effective September 3, 2001, all Employers subject to the terms of this Agreement shall contribute an amount equal to 10 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. The sum shall be due the Coastal Sabine Administrative Maintenance Fund (AMF) no later than the fifteenth (15th) of the month following the end of the calendar month in which the work was performed on a form provided by the AMF.
- (b) These funds are for the administration of the Agreement and associated benefits processing 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.

- (c) 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.
- (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 15th of the month following the month in which the labor was performed.
- (e) 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.
- (f) 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.
- (g) 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.

ARTICLE XXII

National Labor Management Cooperation Committee

SECTION 22.01:

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:

- (a) to improve communication between representatives of labor and management;
- (b) to provide worker and employers with opportunities to study and explore new and innovative joint approaches to achieving organization 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 affect their working lives; and
- (j) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

SECTION 22.02: 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 22.03: Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southeast Texas Chapter, NECA, or its designee, shall be the collection agent for this Fund.

SECTION 22.04: If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars(\$20) for each month payment of contributions is delinquent to the fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to 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 XXIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

SECTION 23.01: The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

SECTION 23.02: The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

SECTION 23.03: Each employer shall contribute two cents (\$.02) per man hour worked up to a maximum of 150,000 man-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 23.04: If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the

delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XXIV

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.

ARTICLE XXV

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.

ARTICLE XXVI

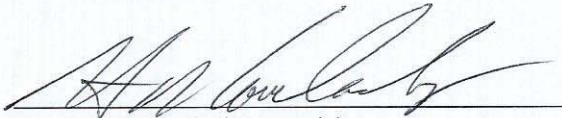
Separability Provision

SECTION 26.01: 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.

SECTION 26.02: This Agreement sets forth the entire contract between the Employer and the Union, and supersedes all previous understandings and Agreements between them and Amendments thereto.

SIGNED FOR THE UNION:

Local Union No. 479
of the International
Brotherhood of
Electrical Workers

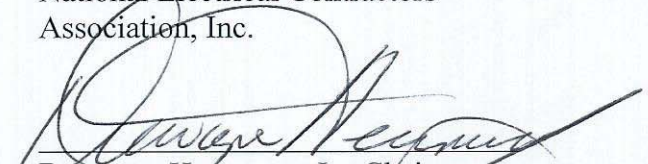

Stephen Lovelady, President


James Burk, Business Manager

10.23.14
Date:

SIGNED FOR THE EMPLOYER:

Coastal-Sabine Division of
the Southeast Texas Chapter,
National Electrical Contractors
Association, Inc.


Duwayne Herrmann, Jr., Chairman


Allen Grainey, Executive Director

10.17.14
Date:



APPENDAGE “A” TO THE LOCAL UNION 479 AGREEMENT WITH THE
SOUTHEAST TEXAS CHAPTER COASTAL SABINE DIVISION NECA

The wage rate for un-indentured workers is 53% of the Journeyman Inside Wireman Wage.

APPRENTICE WIREMAN –SIX (6) PERIODS

Period	OJT Hours	Wages	RELATED TRAINING
1st	0	53% of JW Rate	N/A
2nd	1,000	56% of JW Rate	Satisfactory Progress
3rd	2,000	62% of JW Rate	1 st Year Complete
4th	3,500	68% of JW Rate	2 nd Year Complete
5th	5,000	74% of JW Rate	3 rd Year Complete
6th	6,500	80% of JW Rate	4 th Year Complete
Completion	8,000	100% of JW Rate	5 th Year Complete

Special Provisions Wage Payments:

The wage rate for un-indentured workers is 53% of the Journeyman Inside Wireman Wage.