

2014

**AGREEMENT**

**Between**

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

**And**

**LOCAL UNION NO. 278 of the  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

**Corpus Christi, Texas**

**PARTIES CLAUSE**

Agreement by and between the SOUTHEAST TEXAS CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION and LOCAL UNION NO. 278, 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, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION and the term "Union" shall mean LOCAL UNION NO. 278, 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:

## ARTICLE I

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

**SECTION 1.01:** This Agreement shall take effect August 31, 2014, and shall remain in effect through August 26, 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. 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 30 working days of its occurrence shall be deemed to no longer exist.

## **ARTICLE II**

### **Employer Rights - Union Rights**

**SECTION 2.01:** Members of the Union, except those meeting the requirements of the "Employer" as defined herein, shall not contract for electrical work.

**SECTION 2.02:** The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

**SECTION 2.03:** 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 2.04:** Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business and suitable financial status to meet all payroll requirements.

**SECTION 2.05:** All Employers of one or more employees shall carry Workman's Compensation Insurance, Social Security, and make contributions to the Texas Workforce Commission, and such other protective insurance as may be required by the Laws of the State of Texas, and shall furnish satisfactory proof of such to the Union.

**SECTION 2.06:** 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, and the Union shall notify the Employer, in writing, of such selection. Under no circumstances shall a Steward be discriminated against by an Employer because of his faithful performance as Steward; however, the Steward's responsibility and authority is limited to the job site to which he is assigned. The Business Manager, or his representative, shall be notified before discharge, transfer or layoff of the Steward. There shall be no non-working Stewards.

**SECTION 2.07:** The Local Union is 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 violation 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 final and binding resolution of disputes.

**SECTION 2.08:** No individual connected with any employing concern as Owner, Manager, Superintendent, Partner, or member of a Board of Directors shall perform any manual electrical work until the Electrical Contractor first has one Journeyman employed full time. (Forty [40] hours per week excluding holidays, as stated in the Agreement).

No Owner, Manager, Superintendent, Partner or member of a Board of Directors, shall work overtime on any manual electrical work unless accompanied by a Journeyman Wireman. This does not apply to emergency or trouble calls.

**SECTION 2.09:** (a) All Employers, by contractual agreement shall forward to the Local Business Manager within forty-eight (48) hours of any accident, a legible copy of the "Employer's First Report of Injury". The Business Manager shall forward it to the Director of Safety, 900 Seventh Street, N.W., Washington, D.C. 20001.

In the event of a fatal injury, the Employer shall immediately inform the Local Business Manager by telephone and all available information forwarded by wire to the Director of Safety.

(b) All serious accidents shall be investigated by the Local Union Business Manager, or such person as he may designate. Should circumstances justify, the District Vice President may direct an investigation and/or request the services of the Safety Director. It is desirable that such accident investigations be conducted in conjunction with Management's investigation; however, in the event the cooperation is not forthcoming from Management, an independent accident investigation will be conducted as an integral part of Union Business.

A factual narrative report shall be made by the person conducting the accident investigation and forwarded through the designated channels to the Director of Safety.

Information as to estimated loss of time and as to the actual date that an injured member returns to work shall also be considered as a part of each Accident Report.

**SECTION 2.10:** 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 2.11: Termination Form**

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., Local Union 278, I.B.E.W, and the Texas Gulf Coast Electrical JATC, if applicable.

**SECTION 2.12: Non – Resident Employees (Portability):**

An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

**SECTION 2.13:** Employers shall not loan their employees to another Employer without first securing the permission of the Business Manager, and then only when applicants possessing the required skills are not available through the Referral Procedure.

**SECTION 2.14:** The Union and the Employer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability.

**SECTION 2.15:** Employees not reporting to work for two weeks at the company's direction, shall be laid off. Employees cannot go back to the shop without going through the Referral Procedure.

## ARTICLE III

### Hours - Wage Payments - Working Conditions

**SECTION 3.01:** Eight (8) hours work between the hours of 8:00 A.M. and 4:30 P.M., with thirty (30) minutes for a lunch period between 12:00 Noon, and 1:00 P.M., shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, inclusive, shall constitute a work week. The lunch period, at the Employer's discretion, may be extended from thirty (30) to forty five (45) minutes. If so, the corresponding work day schedule shall be extended accordingly.

Any workman required to punch a time clock or using any check out system on the job that requires more than five (5) minutes to check out, shall be paid for any additional time used in checking out.

Workmen reporting to the shop or job shall not report earlier than 7:45 A.M.

The stated starting time in the Agreement may be altered up to one (1) hour.

**SECTION 3.02:** All work performed outside of the regularly scheduled working hours and on Saturdays shall be paid for at the rate of time and one-half (1½), provided the employee has worked at least forty (40) straight time hours during the workweek. Straight time hours missed due to circumstances beyond the control of the employee shall count as hours worked for purposes of qualifying for overtime pay for hours actually worked. Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day, or days observed as such, shall be paid for at the rate of double time.

**SECTION 3.03:** The Employer, with 24 hours prior notice to the Union, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hours work must be scheduled. After ten (10) hours in a workday, or forty (40) hours in a work week, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. If a recognized holiday falls Monday through Thursday, there shall be no discrimination toward employees refusing to work a make-up on Friday.

**SECTION 3.04: SHIFT CLAUSE** When so elected by the Contractor, multiple shifts of at least five (5) days duration may be worked. When two or three 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 hourly rate of pay for eight (8) hours worked.

The second shift (swing shift) shall be 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 ten percent (10%) for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus ten percent (10%) for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 a.m. Monday to coordinate the work with the customer's work schedule. However, such adjustment shall last for at least five (5) consecutive days duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight hours of any shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

There shall be no pyramiding of overtime rates, and double the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

**SECTION 3.05:** When required or requested by the customer, the Employer may schedule 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 only, at the straight time hourly rate. Where a job has been set on this schedule, five (5) eight-hour periods may be worked if starting times commenced Monday through Friday. Once work has been scheduled under this Section, eight (8) hours per day shall be the minimum worked. When this schedule is to be worked, the Business Manager shall be notified prior to commencing. No day shift shall be involved. There shall be no discrimination towards employees refusing to work between the hours of 4:30 p.m. and 8:00 a.m.

**SECTION 3.06:** The Employer may establish two shifts of eight (8) hours or more on each shift for a minimum of five (5) days duration, Monday through Friday. The hourly pay rate on the Second Shift shall be the straight time rate plus ten percent (10%) per hour worked as a shift differential.

**SECTION 3.07:** No work shall be performed on Labor Day except in case of emergency.



**SECTION 3.08:****CLASSIFICATIONS / WAGES:**

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

<b><u>Effective Date:</u></b>	<b><u>8/31/14</u></b>	<b><u>8/30/15*</u></b>	<b><u>8/28/16**</u></b>
<b>Journeyman Wireman</b>	<b>\$24.30</b>	<b>TBD</b>	<b>TBD</b>
<b>Journeyman Technician</b> (100% of Journeyman Wireman Rate)	<b>\$24.30</b>	<b>TBD</b>	<b>TBD</b>
<b>Foreman</b>	<b>\$25.80</b>	<b>TBD</b>	<b>TBD</b>
<b>Area Foreman</b>	<b>\$26.80</b>	<b>TBD</b>	<b>TBD</b>
<b>General Foreman</b>	<b>\$27.80</b>	<b>TBD</b>	<b>TBD</b>

<b><u>APPRENTICE WIREMEN – TEN (10) PERIODS</u></b>	<b><u>8/31/14</u></b>	<b><u>8/30/15</u></b>	<b><u>8/28/16</u></b>
<b>1<sup>st</sup> Period – 55% of Journeyman Wireman Rate</b>	<b>\$13.37</b>	<b>TBD</b>	<b>TBD</b>
<b>2<sup>nd</sup> Period – 60% of Journeyman Wireman Rate</b>	<b>\$14.58</b>	<b>TBD</b>	<b>TBD</b>
<b>3<sup>rd</sup> Period – 65% of Journeyman Wireman Rate</b>	<b>\$15.80</b>	<b>TBD</b>	<b>TBD</b>
<b>4<sup>th</sup> Period – 70% of Journeyman Wireman Rate</b>	<b>\$17.01</b>	<b>TBD</b>	<b>TBD</b>
<b>5<sup>th</sup> Period – 75% of Journeyman Wireman Rate</b>	<b>\$18.23</b>	<b>TBD</b>	<b>TBD</b>
<b>6<sup>th</sup> Period – 80% of Journeyman Wireman Rate</b>	<b>\$19.44</b>	<b>TBD</b>	<b>TBD</b>
<b>7<sup>th</sup> Period – 85% of Journeyman Wireman Rate</b>	<b>\$20.66</b>	<b>TBD</b>	<b>TBD</b>
<b>8<sup>th</sup> Period – 90% of Journeyman Wireman Rate</b>	<b>\$21.87</b>	<b>TBD</b>	<b>TBD</b>
<b>9<sup>th</sup> Period – 95% of Journeyman Wireman Rate</b>	<b>\$23.09</b>	<b>TBD</b>	<b>TBD</b>
<b>10<sup>th</sup> Period – 95% of Journeyman Wireman Rate</b>	<b>\$23.09</b>	<b>TBD</b>	<b>TBD</b>

- b) \*Effective June 1, 2015, the Agreement will be opened exclusively for wage negotiations (any wage rate change to be effective Aug 30, 2015).
- c) \*\*Effective May 30, 2016, the Agreement will be opened exclusively for wage negotiations (any wage rate change to be effective Aug 28, 2016).
- d) The Employer shall pay all wages weekly, not later than quitting time on Wednesday, for all work during that week up to 12:00 Midnight, on the preceding Saturday. When Wednesday is a recognized holiday, wages shall be paid on Tuesday. An itemized statement shall be furnished each workman, showing total hours worked, total wages earned and any deductions from such wages. The Employer shall mail a copy of this payroll report to the Local Union showing the names of employees, amount of wages and deductions.

**SECTION 3.09:** Any man reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than two (2) hours wages in order to gather his tools and personal belongings and shall be paid off in full immediately. This shall not apply to any employee who was absent from work the day previous to such layoff, unless absence was an emergency that had been called in prior to layoff. In the event the employee is not paid off, waiting time at the regular rate of pay (not to exceed eight hours in any one twenty-four hour period, Monday through Friday) shall be charged until payment is made.

**SECTION 3.10:** When men are directed to report to a shop or job and do not start to work due to weather conditions, lack of materials or other causes beyond their control, they shall receive two (2) hours pay unless notified on the previous day during working hours. Upon the request of the Employer, they shall remain available on the job for this two (2) hour period, providing there is a safe dry place to stay. In the event men are put to work, they shall receive a minimum of two (2) hours pay. Upon request of the Employer, they shall remain available for work for this two hour period. This does not apply to trouble calls, or workmen not ready for work.

**SECTION 3.11:** When the Employer has no permanent shop located in the jurisdiction of the Union, then under such circumstances, the job site shall be considered the city in which the shop is located.

**SECTION 3.12: UNION DUES DEDUCTION:**

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 3.13:** Journeymen and Apprentices shall provide themselves with the following tools:

- |   |                           |
|---|---------------------------|
| 1 - Tool Box  | 1 - Knife                 |
| 1 - Pair of Wire Cutters  | 1 - Phillips Screw Driver |
| 2 - Channel Lock Pliers   | 1 - ½" Steel Chisel       |
| 1 - 6" Screw Driver   | 1 - Center Punch          |
| 1 - 10" Screw Driver  | 1 - 8" Level              |
| 1 - Claw Hammer   | 1 - Pair Diagonal Pliers  |
| 1 - 6 Foot Rule   | 1 - Lock                  |
| 1 - Wiggins Type Tester   | 1 - Hacksaw Frame         |
| 1 - 10" Crescent  | 1 - Pencil                |
| 1 - Keyhole Saw   | 1 - Pair Stake-on Pliers  |
| 1 - Set of Allen wrenches in graduated sizes from 1/16" to 5/8" |                           |

These are minimum tool lists and nothing in this Section shall limit the employee from carrying the Employer's small tools in his tool box.

Upon issuance of hard hats or safety glasses by the Employer, the employee will be required to sign an authorization slip permitting the Employer to deduct the actual costs from the employee's final paycheck should either or both items not be returned.

**SECTION 3.14:** 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. Tools must

be taken out and put away during working hours. Hard hats and safety glasses shall be replaced by the Employer upon noticeable, significant wear.

**SECTION 3.15:** Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

**SECTION 3.16:** The representative of the Union shall be allowed access to any building at any reasonable time when the members of the Union are employed.

**SECTION 3.17:** The Employer shall pay for traveling time and furnish transportation from job to job, shop to job, and job to shop within the jurisdiction of the Union, during regular working hours. A workman may shift from one job to another once each day during regular working hours, and carry his own tools in his personal vehicle provided said workman is paid mileage at the published Internal Revenue Service (IRS) rate as of January 1<sup>st</sup> of each calendar year. There shall be no hauling of Employer's tools or materials in employees' personal vehicle. No employee shall be discriminated against because of this exception.

On work outside the jurisdiction of the Union, the Employer shall furnish transportation, room and board and all other necessary expenses.

**SECTION 3.18:** No traveling time shall be paid before or after working hours to workmen for traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job. Workmen directed to report to the job shall be at their place of work at starting time and shall remain at their place of work performing their assigned duties until quitting time unless otherwise instructed by the Employer. The Employer shall have the right to determine the place of work. It is agreed and is the intent of the parties that there be a full day's work for a fair day's wage. Slowdowns, standby crews and make work practices shall not be tolerated.

An employee once on the Employer's payroll may be worked by him at any location at the discretion of the Employer. When changing job locations before and after working hours, the employee shall furnish his own transportation for moving him and his personal tools from job to job.

**SECTION 3.19:** The Employer shall furnish protective equipment for workmen working on energized circuits or equipment carrying 440 volts or over, and shall furnish first aid kits for each truck. All Journeymen must be currently certified in Red Cross First Aid Training.

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

**SECTION 3.20:** Effective August 27, 2006 Journeyman Wiremen in the Local Union 278 jurisdiction will be required to have completed at least sixteen (16) hours of continuing education the preceding year in order to qualify for scheduled wage increases.

**SECTION 3.21:** Prefabrication of all conduit shall be performed by workmen employed under the terms of this Agreement.

**SECTION 3.22:** Where pipe cutting and threading machines are used, such work shall be performed by workmen employed under the terms of this Agreement.

**SECTION 3.23:** All pulling of wire or cable, whether done by hand or operated by winch or other power drive, shall be performed by workmen employed under the terms of this Agreement.

**SECTION 3.24:** All material after initial delivery to the job site shall be handled by workmen covered by the terms of this Agreement.

**SECTION 3.25:** Employees working unscheduled overtime shall be furnished a meal the sixth (6th) hour from his last meal and every four (4) hours thereafter. The meal shall be paid for by the Employer and eaten on company time.

**SECTION 3.26:** On jobs where temporary electric light, 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 the Agreement. Nothing in this Section shall be construed as requiring a standby electrician at any time that this equipment or the electrical system is operated.

**SECTION 3.27:** All applicants referred by the Union for employment must reimburse the Employer for the cost of a failed drug screen. The applicant, at his/her expense, must also provide the Business Manager of Local Union 278 proof of a passed drug screen, from a drug testing facility mutually agreed to by the parties, as a condition for referral. A copy of the passed drug [screen report] shall be provided to the Employer if requested.

## **ARTICLE IV**

### **Foremen**

**SECTION 4.01:** (a) On all jobs requiring five (5) or more journeymen, one shall be designated as foreman by the Employer. When two or more foremen are on a job, one of them shall be designated as an Area Foreman by the Employer. An area foreman shall not supervise more than five (5) foremen. When more than six (6) foremen (five foremen and one area foremen) are required on a job, the Employer shall appoint a General Foreman who may supervise up to five (5) area foremen.

(b) At no time will a foreman supervise more than nine (9) journeymen. There shall be no restriction on foremen working with the tools. Area foremen may carry a crew until the twenty-eighth (28th) journeyman is on the job. The general foreman shall not carry a crew.

**SECTION 4.02:** On jobs having a foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the assigned foreman or that foreman's superiors employed by the same signatory contractor.

**SECTION 4.03:** No foreman of one job shall at the same time perform work on another job. This shall not apply to shop foremen.

**SECTION 4.04:** The Employer shall have the right to call Foremen by name provided:

(a) The employee has not quit his previous Employer within the past two weeks.

(b) The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business Manager shall refer said Foreman provided the name appears on the highest priority group.

(c) When an employee is called as a Foreman, he must remain as a Foreman for 1,000 hours or must receive a Reduction In Force.

## **ARTICLE V**

### **Safety**

**SECTION 5.01:** It is the Employer's exclusive responsibility to ensure the safety of its employees and their compliance with these safety rules and standards.

## **ARTICLE VI**

### **National Electrical Benefit Fund**

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

### **Health and Welfare Contributions**

**SECTION 7.01:** It is hereby mutually agreed between the parties hereto in accordance with the "Welfare Contract" governing the Electrical Welfare Fund entered into by and between the Southeast Texas Chapter of the National Electrical Contractors Association and Local Union No. 278, International Brotherhood of Electrical Workers, that the Employer will forward to the IBEW-NECA Southwestern Health and Benefit Fund (SWHBF) contributions on behalf of all 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 Employers operating under the terms of the basic Agreement. The payment and the monthly computer reporting forms, along with other funds' payments, shall be forwarded to reach the office of the Southeast Texas Benefit Fund not later than the 15<sup>th</sup> of the month following the end of each payroll month in which the labor was performed.

- (a) The Employer shall contribute \$5.20 per hour worked to the SWHBF on behalf of 9<sup>th</sup> and 10<sup>th</sup> Period Apprentices, Journeymen Wiremen, Journeymen Technicians, Foremen, Area Foremen, and General Foremen. In accordance with the SWHBF "Sub" or "Tiered" Benefits Plans, the Employer shall also contribute on behalf of other Apprentices (beginning with the Class of 2008 and thereafter) as follows:

- |  |                 |
|--|-----------------|
| 1) Un-indentured and 1 <sup>st</sup> Period:   | \$0.00 per hour |
| 2) 2 <sup>nd</sup> , 3 <sup>rd</sup> , and 4 <sup>th</sup> Period Apprentices:                 | \$1.50 per hour |
| 3) 5 <sup>th</sup> , 6 <sup>th</sup> , 7 <sup>th</sup> and 8 <sup>th</sup> Period Apprentices: | \$2.50 per hour |
| 4) 9 <sup>th</sup> and 10 <sup>th</sup> Period Apprentices:                                    | \$5.20 per hour |

Apprentices that entered the program prior to 2008 will not be categorized into the "Sub" or Tiered Benefits Plan. The contribution rate shall be that required for the Journeyman or "Regular" benefits Plan.

- (b) The Employer will fund up to \$.20 of the contribution rate increase scheduled for Jan 1, 2015. All other contribution rate increases during the term of the Agreement will be funded equally by the parties in accordance with Section 7.01 (c), below.
- (c) Contribution rate increases during the term of the Agreement will be funded equally by the parties (The Employer will fund 50% of the increase, and the Employee will fund 50% of the increase).
- (d) Individual Employers who fail to remit Welfare Fund payments monthly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union.
- (e) Failure of an individual Employer to comply with the applicable provisions of this Section shall constitute a breach of this Agreement.

## **ARTICLE VIII**

### **Indemnity Bond**

#### **SECTION 8.01:**

a) Before hiring any man all employers subject to the terms of the Agreement shall secure an Indemnity Bond issued by a company authorized to do business in the State of Texas. This bond shall be used as evidence of financial responsibility, and to insure proper payments to the I.B.E.W. Local Union No. 716 Retirement Fund (Annuity Fund), the National Electrical Benefit Fund, The Southwestern Health and Benefit Fund, the Electrical Joint Apprenticeship and Training Trust Fund, to I.B.E.W. Local Union No. 278 PAC for monies withheld upon behalf of Union members, to I.B.E.W. Local Union No. 278 for dues withheld upon behalf of Union members, I.B.E.W. Local Union No. 278 Federal Credit Union, and wages required under this contract. Effective January 1<sup>st</sup>, 2007, employers shall provide an Indemnity Bond in the amount based on the previous twelve (12) months average employment as shown below:

<b><u>Workmen Employed</u></b>	<b><u>Bond Amount</u></b>
1-5	\$ 5,000.00
6-10	\$10,000.00
11-15	\$15,000.00
16-20	\$20,000.00
21-30	\$25,000.00
31 +	\$30,000.00

b) Effective January 1<sup>st</sup> of each subsequent year, employers shall provide an Indemnity Bond in the amount based on the previous twelve (12) months employment as shown above. The Bond must be furnished to Local Union 278 before men will be referred to the contractor.

c) The Bond shall provide that it may not be canceled by either the Employer or the Insurance Carrier without thirty (30) days 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 Fund and the National Electrical Contractors Association.

d) The obligee, I.B.E.W. Local Union No.278, 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, the Agreement shall be considered breached by the employer until the sum involved has been made good, together with all added costs.

**SECTION 8.02:** Each Employer signatory to this Agreement shall be required to advise all Trusts monthly whether or not he has men employed under the terms of this Agreement.

**SECTION 8.03:** If during the life of this Agreement, any Trust Fund requires additional moneys, these added contributions would be funded by the employees in the required amount from wages, unless otherwise agreed by the parties

## **ARTICLE IX**

### **STANDARD INSIDE APPRENTICESHIP LANGUAGE**

**SECTION 9.01:** 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 (3) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

**SECTION 9.02:** 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 9.03:** 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 9.04:** 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 9.05:** 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 9.06:** 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 9.07:** 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 9.08:** 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 9.12.

**SECTION 9.09:** 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 9.10:** To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

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

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

**SECTION 9.11:** 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 9.12:** Each job site shall be allowed a ratio of three (3) 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/ Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

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

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

**SECTION 9.13:** 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 9.14:** 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 9.15:** 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 9.16:** 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: \$.25 per hour 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 X**

### **Standard Inside Referral**

**SECTION 10.01:** In the interest of maintaining an efficient system of production in the Industry, providing 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 10.02:** The Union shall be the sole and exclusive source of referral of applicants for employment.

**SECTION 10.03:** The Employer shall have the right to reject any applicant for employment.

**SECTION 10.04:** 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 accord with the following procedure.

**SECTION 10.05:** 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 I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

**GROUP II** All applicants for employment who have four or more years experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the 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 10.06:** 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 10.07:** 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 10.08:** "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.

#### **COUNTIES**

Calhoun	Jim Hogg	Duval
Goliad	Victoria	Kennedy
Refugio	Bee	Aransas
San Patricio	Live Oak	Brooks
Jim Wells	Nueces	Kleberg

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 10.09:** "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 10.10:** "Examinations" - 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 10.11:** 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 10.12:** An applicant who is hired and who receives, through no fault of his own, work of forty hours or less, shall, upon re-registration, be restored to his appropriate place within his Group.

**SECTION 10.13:** 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 10.14: 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 10.15:** The only exceptions which shall be allowed in this order of referral is 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 10.16:** 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 10.17:** 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 10.04 through 10.15 of this 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 10.18:** 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 10.19:** 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 10.20:** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

**SECTION 10.21:** When making reductions in the number of employees due to lack of work, Employers shall use the following procedures:

(a) Temporary employees, if any are employed, shall be laid off first. Then employees in **GROUP IV** shall be laid off next, if any are employed in this Group. Next to be laid off are employees in **GROUP III**, if any are employed in this Group, then those in **GROUP II**, and those in **GROUP I**.

(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in **ARTICLE X, Section 15 (a)** is required.

(c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in paragraph (a) above.

## **ARTICLE XI**

### **COPE/PAC Fund**

**SECTION 11.01:** The Employer agrees to deduct and transmit to the International Brotherhood of Electrical Workers, Local Union No. 278, COPE/PAC Fund, \$ .02 for each hour actually worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by I.B.E.W. Local Union No. 278 COPE/PAC Fund.

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 Fund not later than the 15<sup>th</sup> of the month following the end of each payroll 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 claim, suits, or any other form of liability as a result of making payroll deductions described above.

## **ARTICLE XII**

### **Annuity Plan**

**SECTION 12.01:** It was mutually agreed between the parties hereto to join the Local Union 520 Annuity Plan and contributions began on March 5, 1986. Effective September 1, 2001 all Annuity payments shall be forwarded by the SETBT to the Houston Annuity Plan. All participants in the 520 Annuity Plan shall have the option to transfer to the Houston Annuity Plan with no penalty between November 1, 2001 and December 31, 2001. The annuity contribution is to be paid on all employees covered by the terms of the Local Union No. 278 Labor Agreement, except unindentured, 1st period apprentices, and 2nd period apprentices will not have the Annuity contributions paid on their behalf.

**SECTION 12.02:** Effective August 28, 2011 the Employer shall make Annuity contributions in the amount of \$1.20 per hour worked on behalf of all classifications, except that no Annuity contributions shall be made on behalf of un-indentured, 1<sup>st</sup> Period or 2<sup>nd</sup> Period Apprentices.

Effective August 25, 2013, the Employer shall make Annuity contributions in the amount of \$1.35 per hour worked on behalf of all classifications, except that no Annuity contributions shall be made on behalf of un-indentured, 1<sup>st</sup> Period or 2<sup>nd</sup> Period Apprentices. The Apprenticeship contribution rate (based as a percentage of the Journeyman Annuity contribution rate) shall be as follows:



<b>Classification</b>	<b>8/26/2012</b>	<b>8/25/2013</b>
Unindentured	\$0.00	\$0.00
1st=55%	\$0.00	\$0.00
2nd=60%	\$0.00	\$0.00
3rd=65%	\$0.78	\$0.88
4th=70%	\$0.84	\$0.95
5th=75%	\$0.90	\$1.01
6th=80%	\$0.96	\$1.08
7th=85%	\$1.02	\$1.15
8th=90%	\$1.08	\$1.22
9th=95%	\$1.14	\$1.28
10th=95%	\$1.14	\$1.28

**SECTION 12.03:** The payment 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 Southeast Texas Benefit Fund not later than the 15<sup>th</sup> of the month following the end of each payroll month in which the labor was performed.

Individual Employers who fail to remit 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.

### **ARTICLE XIII**

#### **Savings Plan**

**SECTION 13.01:** It is hereby mutually agreed between the parties hereto that, upon receipt of the proper authorization form for payroll savings deductions, duly signed, the Employer shall withhold four percent (4%) of that employee's gross wages for his Savings Plan. The payment and a report shall be mailed to reach the office of the Local Union 278 Federal Credit Union not later than seven (7) calendar days following the end of each payroll week.

As directed, the four percent (4%) Savings deduction shall be maintained in a separate individual account in each employee's name under his sole control and without any encumbrances whatsoever on the deducted monies.

Individual Employers who fail to remit Savings Plan deductions 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.

## **ARTICLE XIV**

### **Substance Abuse**

**SECTION 14.01:** The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

## **ARTICLE XV**

### **401 (K) Saving Plan**

**SECTION 15.01:** Effective January 3, 1999 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 the Local Union 716's 401 (K) saving plan, upon the written request of each employee. Employees may enroll at the beginning of 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 15.02:** The payment 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 Southeast Texas Benefit Fund not later than the 15<sup>th</sup> of the month following the end of each payroll month in which the labor was performed.

Individual Employers who fail to remit 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.

## ARTICLE XVI

### National Labor Management Cooperation Committee

**SECTION 16.01:** 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 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 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 16.02:** 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 16.03:** 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 16.04:** 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) of 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 per (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## **ARTICLE XVII**

### **LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)**

**SECTION 17.01:** 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 17.02:** 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 17.03:** Each employer shall contribute three cents (\$.03) per man hour worked up to a maximum of 250,000 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 17.04:** 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 XVIII**

### **Texas Gulf Coast Administrative Maintenance Fund**

- (a) Effective September 1, 2001, all Employers subject to the terms of this Agreement, as well as those who utilize the Southeast Texas Benefit Trust (SETBT) 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. The sum shall be due the Texas Gulf Coast Administrative Maintenance Fund (AMF) 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.
- (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) 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.
- (e) Any individual employer who utilizes the Southeast Texas Benefit Trust (SETBT) for purposes of benefits processing, including employers not signatory to this Agreement, must comply with the provisions of the Administrative Maintenance Fund. Employers that fail to abide by the provisions of the AMF will be subject to prohibition of use of the SETBT.

## **Article XIX**

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

**SECTION 19.01:** Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man hours.

2) One Hundred percent (100%) of all productive electrical payroll in excess of 150,000 man- hours paid for electrical work in any one Chapter area during any one calendar year. (Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

**SECTION 19.02:** 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 XX**

**SECTION 20.01**      **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.

## **ARTICLE XXI**

### **Separability Clause**

**SECTION 21.01:**      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 this 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 21.02:**      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.

APPENDAGE "A" TO THE LOCAL UNION 278 AGREEMENT WITH THE  
SOUTHEAST TEXAS CHAPTER GULF COAST DIVISION NECA

The wage rate for un-indentured workers is 50% of the Journeyman Inside Wireman Wage.



**SIGNED FOR THE UNION:**

Local Union No. 278  
International Brotherhood  
of Electrical Workers

*Mike Carranco*

Mike Carranco  
Business Manager & Financial Secretary

*Craig Loving*  
Craig Loving  
President

*12-15-2014*  
Date:

**SIGNED FOR THE EMPLOYER:**

Texas Gulf Coast Division  
Southeast Texas Chapter,  
National Electrical Contractors Association

*Allen Grainey*

Allen Grainey  
Executive Director

*Randy Eulenfeld*

Randy Eulenfeld  
Division Chairman

*11.19.14*  
Date:

