

# **AGREEMENT**

**Between**

**The Rio Grande Valley Division of the  
Southeast Texas Chapter of the  
National Electrical Contractors  
Association, Inc.**

**And**

**Local Union 1015 of the  
International Brotherhood of  
Electrical Workers, AFL-CIO  
Weslaco, Texas**

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# ARTICLES OF AGREEMENT

Agreement by and between the Rio Grande Valley Division of the Rio Grande Valley Division of the SOUTHEAST TEXAS CHAPTER NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION and LOCAL UNION NO. 1015, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS. It shall apply to all firms who are signatory to this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the Rio Grande Valley Division of the SOUTHEAST TEXAS CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, and the term "Union" shall mean LOCAL UNION NO. 1015, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS. The term "Employer" shall mean an individual firm who is a signatory 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 to as follows:

Both parties agree the area referred to as the "Rio Grande Valley and Laredo areas" encompasses the counties of Cameron, Hidalgo, Willacy, Starr, Zapata and Webb and currently consists of electrical contractors and employees that are primarily non-union and non-signatory. The parties agree that the initial primary goals to be addressed by this agreement are to enable signatory contractors to remain competitive in the electrical industry while improving the working conditions and standards for all electrical workers.

## ARTICLE I PERIOD OF AGREEMENT

- Sec. 1.1: This agreement shall take effect April 30, 2017 and shall remain in effect until April 27, 2019, and shall continue in effect from year to year thereafter unless changed or terminated as provided herein.
- Sec. 1.2: This reflects the complete agreement between the parties for the term of the contract. Management maintains all reserved management rights in matters not covered by this contract.

## CHANGES TO THE AGREEMENT

- Sec. 1.2(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 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 shall be subject to final and binding resolution in accordance with Article 1.6 below.
- (e) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Sec. 1.3: 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 Southern Region NECA and 7th District IBEW offices.

Sec. 1.4: 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.

## GRIEVANCES AND DISPUTES

Sec. 1.6: Unresolved issues under Section 1.2 and all disputes involving the application of this agreement and any claim that an employee has been unjustly disciplined, discharged, or discriminated against, that cannot be resolved locally shall be referred to the IBEW Seventh District International Vice President and NECA Southern Region Director or their designated representatives. Allegations of unjust discipline, discharge, or discrimination must be communicated to the charged party within thirty days of the alleged occurrence. Should the parties not be able to come to an acceptable conclusion, either party may then file for expedited arbitration under the rules of the Federal Mediation and Conciliation Service (FMCS). The cost of such arbitration shall be borne equally by both parties. Resolutions of disputes under this Article and decisions of arbitrators shall be final and binding on both parties.

## ARTICLE II MANAGEMENT RIGHTS / UNION RIGHTS

Sec. 2.1: The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

- Sec. 2.2: 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 place of business and suitable financial status to meet payroll requirements.
- Sec. 2.3: For all employees covered by this Agreement, the Employer shall carry Workers' 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 the state in which the work is performed. The Employer shall also make contributions to the State Unemployment Compensation Commission regardless of the number of employees.
- Sec. 2.4: The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specially 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 Foremen, 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.

## SURETY BOND

- Sec. 2.5: Each Employer signatory to the collective bargaining agreement shall be required to secure a surety bond of at least \$1,000 and a maximum of \$5,000. The purpose of the bond is to protect the employees' benefits, and shall not be cashed in except to provide payment into the required benefit funds if no other means are available to secure payment. Bonds shall increase in amounts as the number of employees increase. The following formula shall be used to calculate the bond. Employers shall calculate the average number of monthly man hours worked over the previous three (3) years. The number of man-hours shall then be multiplied by the aggregate amount of the benefit package and rounded off to the next one thousandth. If any Employer becomes delinquent in the payment of benefits more than twice in a calendar year, said Employer shall be required to pay benefits timely on a weekly basis for a period of six (6) months and shall obtain the required bond. Upon six (6) months of timely benefit payments, the Employer may return to the monthly schedule of benefit payments. Employers with no previous work history in the Valley shall secure bonds based on the estimated man-hours of the project(s) to be worked.

The aforesaid bond shall be executed for a period of time to conform to the time limitations set forth in this Agreement, and shall be renewed as provided for in subsequent Agreements.

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 to 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.

The Obligee, (Local Union 1015, IBEW) shall notify the Surety within thirty (30) days after having knowledge of a breach of this Agreement by the principal hereof.

## SOUTHEAST TEXAS BENEFIT TRUST

- Sec. 2.6 :( a) Fringe Benefits payments, and all other required payments provided for under this Agreement, are due and payable on or before the fifteenth (15) day of the month following the month in which the labor was performed. Required fringe benefit and other payments shall be combined into one check payable to the Southeast Texas Benefit Trust (SETBT) and shall be forwarded monthly, together with an approved, completed reporting form, and be received by the SETBT no later than the 15th of the month following the month in which the labor was performed. The Southeast Texas Chapter of NECA shall be the collection agent for the SETBT. Monthly reports shall be filed, regardless of whether or not the Employer has employed any employees in the month covered by said report.
- (b) Any Employer who fails to file a monthly report and pay contributions for any of the fringe benefits or other required payments by the fifteenth (15) day following the month in which such report or payment is due, shall be considered delinquent and is in violation of this Agreement. If payments are not mailed in time to reach the SETBT by the prescribed time, interest at the rate of 1-1/2% monthly will be due and payable. Each Employer shall make available applicable books and records for the purpose of auditing same to determine the amount of this liability, and shall pay the expense of such audit if delinquencies are found, under guidelines of the applicable Fund.

## WORK PRESERVATION

- Sec. 2.7: In order to protect and preserve all work previously performed by employees covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners or stockholders, exercise either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.



## FAVORED NATIONS

- Sec. 2.8: 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.

## FOREMAN CALL BY NAME

- Sec. 2.9: The Employer shall have the right to call Foremen, Journeyman/ or CW/CE by name provided.
- Sec. 2.10: No more than one individual connected with an employing concern as owner, manager, superintendent or partner shall perform any manual electrical work. Exceptions may be granted where circumstances warrant.
- Sec. 2.11: No applicant or employee while he remains subject to employment by Employers operating under this Agreement shall be recognized as a contractor for the performance of any electrical work.

## SUBSTANCE ABUSE

- Sec. 2.12: The parties recognize the Employers right to adopt and implement a reasonable substance abuse policy.
- Sec. 2.13: An applicant for employment, or employee whose continued employment is conditioned on the results of an alcohol/substance abuse test, who fails such test, shall not be eligible for referral by LU 1015 until the applicant provides LU 1015 the results of a negative drug screen at the applicant's expense from a testing agency of LU 1015's designation.

## TERMINATION SLIPS

- Sec. 2.14: Workmen being laid off or discharged by an Employer, or workmen severing their employment voluntarily shall be given a termination slip signed by their immediate Supervisor or their Employer and a copy be sent to Local Union 1015 and the Southeast Texas Chapter, NECA.

## ARTICLE III WORKING CONDITIONS

- Sec. 3.1: A Foreman shall be designated on any project requiring more than six (6) Journeymen. Foremen may work with their tools. Foremen shall be responsible for giving instructions to the workers under their direction. If other supervision issues conflicting instructions to such workers, they shall immediately inform the Foremen, to prevent confusion or wasted productivity on the job.

## HOURS OF WORK AND OVERTIME

- Sec. 3.2: Eight hours work between the hours of 8:00 a.m. and 4:30 p.m., with 30 minutes for a lunch period between 12:00 and 1:00 p.m., shall constitute the workday. The work day starting time, at the discretion of the Employer, may be varied by up to one (1) hour. Five such days, Monday through Friday shall constitute the workweek. Other schedules may be established by mutual agreement between the Union and the affected Employer. The Employer may establish a straight time shift at customer request between 4:30 pm and 8:30 am. (Payable at the straight time rate).
- Sec. 3.3: All work performed outside of regularly scheduled hours will be paid at time and one-half of the regular straight-time rate, provided the employee works all of the regular scheduled hours made available. Otherwise, overtime will be paid after working eight (8) hours in a workday and forty (40) hours in a workweek. Sundays and following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day, shall be paid for at double the straight-time rate. Holidays shall be recognized only on the day on which they fall. Effective May 1, 2008, work performed on Sundays shall be paid at double the straight time rate.
- Sec. 3.4: Workmen on a job shall not displace or replace workmen on another job for any overtime work. All overtime work on any job shall be distributed equitably to all workmen on the same job, subject to the requirement of special skills or customer request. Refusal of overtime will be considered the same as having worked the overtime for the purpose of fair distribution.

## WEEKLY PAYROLL

- Sec. 3.5: Wages shall be paid weekly in cash or by payroll check not later than quitting time on Friday and not more than three (3) days wages may be withheld at that time. Any worker laid off or discharged shall be paid his/her wages immediately. In the event the worker is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made. The Employer will either pay the worker at the jobsite during regular working hours or allow sufficient time during regular working hours to report to the shop to receive payment. If an employee is terminated for cause, or quits, the employee's paycheck shall be made available by the next contractually scheduled payday.

## CALL-OUTS

- Sec. 3.6: When workmen are called out on trouble or emergency calls outside of regularly scheduled working hours, they shall be paid from the time they leave home until they return at the overtime rate, with a minimum of one (1) hour's work.

## TRAVEL TIME

- Sec. 3.7: The Employer shall pay for traveling time and furnish transportation from shop to job and job to job and job to shop during the regular working hours. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, board and all other necessary expenses.

## DRINKING WATER

- Sec. 3.8: The Employer shall see that cold potable (safe & clean) water (in warm weather) and first aid kits are available on all jobs and or service trucks.

## TOOL LIST

- Sec. 3.9: Workers shall supply the following tools: (See Appendix A – Required Tools List). The Employer shall furnish all other necessary tools or equipment. The Employer shall also provide all necessary safety equipment, but shall not be required to provide footwear or ordinary clothing.

## WORKING ASSESSMENTS & DUES

- Sec. 3.10: Upon receipt of a voluntary written authorization, the Employer agrees to deduct from the pay of each employee and forward directly to the Financial Secretary of Local Union 1015, the amount equivalent to the dues (Dues deduction by Employer for employee to cease October 1, 2008) and assessments specified in the approved Local Union 1015 Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

## SHOW-UP PAY

- Sec. 3.11 : (a) When workers report to the shop or job and are not put to work due to conditions within the control of the Employer, they shall receive two hours pay. Workers may be required to remain at the jobsite for the hours paid.
- (b) When workers report and are put to work, they shall receive pay for a minimum of two hours and shall remain on the job and on the clock, unless directed otherwise by the Employer.

## **ARTICLE IV**

### **REFERRAL**

- Sec. 4.1: The Union shall be the sole and exclusive source of referral of applicants for employment.
- Sec. 4.2: The Employer shall have the right to reject any applicant for employment.
- Sec. 4.3: The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union.
- Sec. 4.4: If the Union is unable to provide the personnel required by the Employer within 48 hours, Saturdays, Sundays and Holidays excluded, the Employer will be free to secure help elsewhere. Any employees hired through this method will have the same rights and privileges as existing employees. The Union shall be notified and furnished information regarding such employees within two (2) working days of hiring.
- Sec. 4.5: A representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workmen are employed under the terms of this Agreement. Efforts will be made by the Union representative to consult with the Employer prior to visiting the job site, and to arrange for a mutually agreeable time and place for the job site visit.
- Sec. 4.6: The Employer may request, and shall be referred, specific applicants when special skills or a bona fide occupational qualification (BFOQ) is required.

## **ARTICLE V**

### **TRAINING**

- Sec. 5.1: Effective April 1, 2009 the Employer agrees to contribute \$.30 per hour worked by every workmen covered by this Agreement towards training. These contributions shall be due and payable to the Rio Grande Valley/Laredo Electrical Joint Apprenticeship and Training Committee (JATC) by the fifteenth of the month following the month in which the hours were worked in accordance with and in the manner prescribed in Section 2.6 of this Agreement.
- a) There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of 6 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).
- b) The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (un-indentured, Construction Wireman [CW], Construction Electrician [CE], etc.
- c) Red Cross First Aid/CPR Certification: shall be required as a condition of referral and eligibility for any scheduled wage increases.

- d) Effective April 15, 2010, all Journeyman shall be required to have obtained at least sixteen (16) hours of education approved by the RGVLE/JATC in order to qualify for any wage increases. Effective April 28, 2013, all Journeymen shall also be required to have obtained at least sixteen (16) hours of approved education during the prior year. This provision is conditioned on the availability of courses provided by the RGVLE/JATC.
- e) 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.
- f) An applicant who is discharged for cause two times within a 12-month period shall be referred to the JATC Committee for a determination as to the applicant's continued eligibility for referral. The JATC Committee shall, within ten (10) business days, review the qualifications of the applicant and the reason for the discharges. The JATC Committee may, in their 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. The parties shall establish a Code of Excellence Program, including a Code of Excellence Committee, as soon as is mutually agreeable. The Code of Excellence Committee may, at the discretion of the parties, assume the duties of administering the Repeated Discharge provision.
- g) 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.
- h) Each job site shall be allowed a ratio of three (3) apprentices for every one (1) Journeyman Wireman.
- i) 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.
- j) State Journeyman License: Apprentices and CW/CE's shall not be advanced to, or referred as a Journeyman without a valid State of Texas Journeyman License. Journeyman without a valid State Journeyman License shall not be eligible for any scheduled wage increase.
- k) The Apprentice wage is based on a percentage of the Journeyman wage rate.

Sec. 5.2: Apprentices and CWs'/CEs' will have NEBF contributions provided for them the same as required of all workmen.

## ARTICLE VI

### WAGES

Sec. 6.1 (a): Effective May 21, 2017, the Journeyman wage rate shall be increased \$.75 (\$16.60 to \$17.35). All other classifications wage rates based as a percentage of the Journeyman Wage shall be increased accordingly.

Classification	Wage Rate
Journeyman	\$17.35
Journeyman (Unlicensed)	\$15.62
Foreman	\$19.09
General Foreman	\$19.95
Area Foreman	\$20.82

Classification	Wage Rate
Construction Wireman 1 (50%)	\$8.68
Construction Wireman 2 (55%)	\$9.54
Construction Wireman 3 (60%)	\$10.41
Construction Wireman 4 (65%)	\$11.28
Construction Wireman 5 (70%)	\$12.15
Construction Electrician 6 (75%)	\$13.01
Construction Electrician 7 (80%)	\$13.88
Construction Electrician 8 (90%)	\$15.62

Classification	Wage Rate
1 <sup>st</sup> Period Apprentice (55%)	\$9.54
2 <sup>nd</sup> Period Apprentice (60%)	\$10.41
3 <sup>rd</sup> Period Apprentice (70%)	\$12.15
4 <sup>th</sup> Period Apprentice (75%)	\$13.01
5 <sup>th</sup> Period Apprentice (80%)	\$13.88
6 <sup>th</sup> Period Apprentice (85%)	\$14.75

- (b): Effective April 29, 2018, the Journeyman Wage Rate shall be increased \$.75 (\$17.35 to \$18.10). All other classifications wage rates based as a percentage of the Journeyman Wage shall be increased accordingly.

<b>Classification</b>	<b>Wage Rate</b>
Journeyman	\$18.10
Journeyman (Unlicensed)	\$16.29
Foreman	\$19.91
General Foreman	\$20.82
Area Foreman	\$21.72

<b>Classification</b>	<b>Wage Rate</b>
Construction Wireman 1 (50%)	\$9.05
Construction Wireman 2 (55%)	\$9.96
Construction Wireman 3 (60%)	\$10.86
Construction Wireman 4 (65%)	\$11.77
Construction Wireman 5 (70%)	\$12.67
Construction Electrician 6 (75%)	\$13.58
Construction Electrician 7 (80%)	\$14.48
Construction Electrician 8 (90%)	\$16.29

<b>Classification</b>	<b>Wage Rate</b>
1 <sup>st</sup> Period Apprentice (55%)	\$9.96
2 <sup>nd</sup> Period Apprentice (60%)	\$10.86
3 <sup>rd</sup> Period Apprentice (70%)	\$12.67
4 <sup>th</sup> Period Apprentice (75%)	\$13.58
5 <sup>th</sup> Period Apprentice (80%)	\$14.48
6 <sup>th</sup> Period Apprentice (85%)	\$15.39

Sec. 6.2: Business Manager has the authority to grant concessions on wages and working conditions on a project-by-project basis during the term of this agreement. LU1015 will make every attempt to provide consideration to Employers on projects bid under the terms and conditions of the prior Agreement between the parties.

Sec. 6.3: A Journeyman without a Journeyman State License wages shall be 90% of the Journeyman rate (regardless if advanced from the CW/CE program, Apprenticeship Program, or Organized by the IBEW Employer).

## **ARTICLE VII**

### **NEBF**

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 Association 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 payments 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) hour 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 the Agreement.

## **ARTICLE VIII**

### **SOUTHWESTERN HEALTH AND BENEFIT FUND**

Effective April 1, 2009 the parties to this Agreement agree to participate in the SOUTHWESTERN HEALTH AND BENEFIT FUND during the term hereof.

The parties are cognizant of the IBEW-NECA SOUTHWESTERN HEALTH AND BENEFIT TRUST AGREEMENT, as amended and restated, effective January 1, 1996 (hereinafter referred to as "Trust Agreement"), and agree that the terms and provisions thereof are hereby incorporated within this Agreement by references and shall be effective as if fully set forth herein. The Employers (regardless of affiliation with NECA) agree to be bound by each and every provision contained therein and any subsequent amendments thereto and to do each and every act required and provided for therein. The



failure of an individual Employer to comply with any provision of the Trust Agreement shall also constitute a breach of the Labor Agreement.

The Employers and the Union do further consent to the appointment of the Trustees heretofore designated in accordance with Article IV of the Trust Agreement (together with their successors) and hereby ratify, approve, and consent to all matters heretofore done in connection with the creation and administration of the Trust.

Should the SWHBF (or any successor Medical Plan) mandate coverage for classifications other than Journeyman, Foreman, General Foreman, or Area Foreman the Agreement shall be opened for negotiations exclusively in regards to such other classifications Medical costs, Employer contributions, and wages.

During the term of this agreement the Employers shall contribute to the Trust ONE DOLLAR FIFTY CENTS (\$1.50) on ALL CLASSIFICATIONS. Should the SWHBF require increases to the contribution rate during the term of the Agreement, the parties shall fund the increases equally (50/50).

Such contributions shall be accompanied by the reporting forms required by the Trustees and both payment and forms shall be due at the end of each monthly pay period and shall be delinquent fifteen (15) days thereafter.

The parties recognize that the regular and prompt payment of Employer contributions to the Trust is essential to the effective administration of the Trust, and that the Employer may be assessed liquidated damages and other costs in accordance with the Trust Agreement in the event of default in payment or reporting. Remittances shall be made payable to: SETBT – 2825 Wilcrest, #303, Houston, TX 77042

The payment shall be made by check or draft and shall constitute a debt due and owing to the IBEW-NECA SOUTHWESTERN HEALTH AND BENEFIT FUND on the last day of each calendar month, which may be recovered by suit initiated by the Local Union, the Trustees or their assignees, including cost of recovery, interest and liquidated damages.

Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hour 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 Fund.

## **ARTICLE IX**

### **ADMINISTRATIVE MAINTENANCE FUND (AMF)**

- Sec. 9.1: Effective April 1, 2004 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 Rio Grande Valley 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 Administration Fund.
- Sec. 9.2: These funds are for the administration of the Agreement and the Administrator of the "Fund" shall be appointed by the Southeast Texas Chapter, NECA. The Administrator shall indemnify and save the Union harmless from any claims, suits, or any other form of liability as a result of administering this fund as described above.
- Sec. 9.3: 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.
- Sec. 9.4: 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.
- Sec. 9.5: 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.
- Sec. 9.6: Individual Employers who fail to remit AMF payments monthly shall be subject to having this Agreement terminated upon seventy-two (72) hour 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.
- Sec. 9.7: Individual Employers who fail to timely remit AMF fund payments monthly shall 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 X NON-DISCRIMINATION

It is the continuing policy of the Employer and the Union that the provisions of the Agreement shall be applied to all employees without regard to race, sex, age, color, religious creed, or national origin.

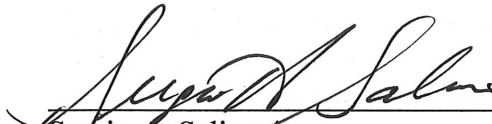
## ARTICLE XI SEPERABILITY CLAUSE


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.

This Agreement sets forth the entire contract between the Employer and the Union and supersedes all previous understandings, Letters of Understanding, and Agreements between them and amendments thereto.

### SIGNED FOR THE UNION:

Local Union No. 1015  
International Brotherhood  
Of Electrical Workers

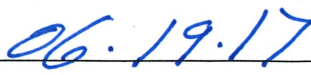
  
Sergio A. Salinas  
Business Manager

  
Date

### SIGNED FOR THE EMPLOYER:

Rio Grande Valley Division  
Southeast Texas Chapter  
National Electrical Contractors  
Association

  
Allen Grainey  
Executive Director

  
Date

## Appendix A

### Required Tools List

(a) Journeyman shall provide themselves with the following tools:

One tester not over 1000 volts	Combination Square-Tri Square
Knife	Adjustable 12" blade
Crescent wrench 8" to 12"	Hacksaw frame
Screw Drivers Set	Two pairs channel lock type pliers
Hammer	One pair long nose pliers - 7" or longer
Small level	One pair Diagonal pliers
Plumb bob	One chalk line
Awl or Center punch	Key hole saw
Pencil	One steel measuring tape at least 25"
One pair side cutting pliers	Pipe wrench 12" to 14" or small
Chain Tong	Wire Stripper

(b) Journeyman may furnish other similar inexpensive tools but shall not be required to do so.

All CW/CE Levels may have a toolbox on the job and start building up his tool list towards that of a Journeyman.

One pair of diagonal pliers	Crescent wrench 8" to 12"
Long nose pliers - 7" or longer	Pencil
2 pairs channel lock type pliers	Hammer
1 pair side cutters pliers – 7" or longer	Small level
One steel measuring tape at least 25" long	Hacksaw frame
Screw drivers	Awl
Knife	Key hole saw
Wire stripper	One voltage tester not to cover 1000 volts