

8/29/2001 - 8/31/2004

K 8531
2,900 workers

2001

33 pp.

AGREEMENT

between

**LOCAL UNION NO. 716 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

and

**HOUSTON DIVISION OF THE
SOUTHEAST TEXAS CHAPTER
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION, INC.**

Houston, Texas

PARTIES CLAUSE

This Agreement by and between LOCAL UNION 716 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and the HOUSTON DIVISION of the SOUTHEAST TEXAS CHAPTER of the NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION. It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the Houston Division of the SOUTHEAST TEXAS CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, and the term "Union" shall mean LOCAL UNION 716, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS. The term "Employer" shall mean an individual firm who has been recognized by an Assent to this Agreement.

BASIC PRINCIPLES

The Chapter 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 Chapter, the Union and the Public. Progress in Industry demands a mutuality of confidence between the Chapter 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:

Labor Agreement
Local Union 716

Effective Date:
August 29, 2001

SCOPE OF WORK

The work covered under the terms of this Agreement when performed by an Electrical Contractor signatory hereto shall be all electrical construction, both temporary and permanent, alteration, maintenance, repair and extension of any and all electrical systems on plants, buildings or properties and shall include but not be limited to: All job site handling, installation, erection, electrical connections, low voltage wiring, the installation of fire alarms, inter-communications systems, clock systems, parking lot lighting, smoke detectors, X-ray and radiological shielding, lightning protection, and testing of electrical materials and equipment, core drilling, all electrical work performed either on the job or in the Employer's shop (example: fabrication, prefabrication of brackets, supports, permanent and temporary services, conduit bends and nipples and harnesses, all welding and cutting in connection with electrical work, modification, disassembling, and re-assembling, of electrical equipment or apparatus) and such other work as may be specifically covered herein.

ARTICLE I

EFFECTIVE DATE -- CHANGES -- GRIEVANCES -- DISPUTES

Effective Date - Changes - Term of the Agreement

SECTION 1: This Agreement shall take effect August 29, 2001 and shall remain in effect through August 31, 2004, 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 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 ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e) When a case has been submitted to the Council, it shall be the responsibility of the Negotiating Committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f) Notice of a desire to terminate this agreement shall be handled in the same

manner as a proposed change.

SECTION 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 International Office of the I.B.E.W. for approval, the same as this Agreement.

Grievances - Disputes

SECTION 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.

SECTION 5: 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 6: 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 7: All matters coming before the Labor-Management Committee shall be decided by majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

SECTION 8: 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 9: When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II REFERRAL PROCEDURE

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

Section I: The Union shall be the sole and exclusive source of referrals of applicants for employment.

Section 2: The Employer shall have the right to reject any applicant for employment.

Section 3: The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or nonmembership in the Union and such selection and referral shall not be affected in any way by rules or regulations, bylaws, constitutional provisions, or any other aspect or obligation of the Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure:

Section 4: The Union shall maintain a register of applicants for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN – JOURNEYMAN TECHNICIAN

GROUP I.

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

GROUP II.

All applicants for employment who have four or more years experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III.

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

GROUP IV.

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

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**". The Employer shall notify the Business Manager promptly of the names and the 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.

"**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: Madison, Brazos, Grimes, Walker, San Jacinto, Montgomery, Washington, Waller, Austin, Colorado, Fort Bend, Lavaca, Wharton, Matagorda and Jackson Counties; that part of Liberty County west of the Trinity River; that part of Brazoria County north of the Missouri-

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

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

Zone A - Zone A shall be comprised of Harris County.

Zone B - Zone B shall be comprised of Waller, Liberty, Fort Bend, Austin, Brazoria, Matagorda, Jackson, Wharton, Lavaca, Colorado, Washington, Brazos, Grimes, Madison, Walker, San Jacinto and Montgomery Counties.

Resident - means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) 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.

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 Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as 90 days. An applicant shall be eligible for examination if he has four (4) years experience in the trade.

REGISTRATION

Section 5: 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. An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

Section 6: 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 7: 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, 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.

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

(1) 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.

(2) If the Age Ratio Clause in the Agreement calls for the employment of an additional employee or employees on the basis of age, therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements, provided however, that all names in higher priority groups, if any, shall first be exhausted before such overage reference can be made.

Section 8: An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association as the case may be, and a public member appointed by both these members.

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 Article II, Section 3 through 7 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 9: 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: 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 11: Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 12: **Reverse Lay-Off** - When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

- (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 then those in Group I.
- (b) Subsection (a) will not apply as long as the special skills requirement as provided for in Article II, Section 7 (1) 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 III - APPRENTICESHIP AND TRAINING

Section 1: There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

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

Section 2: All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3 or 4) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for trust meetings.

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

Section 3: 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 4: There shall be one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

Section 5: The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and

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

Section 6: 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 7: All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

Section 8: The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one (1) apprentice to three (3) Journeyman Wiremen normally employed in the jurisdiction, unless they are authorized and instructed to increase the number by the parties to the local IBEW/NECA collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing; as provided for in the registered apprenticeship standards.

Section 9: Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and the JATC has less than a one (1) to three (3) ration indentured; they 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 10: To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

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

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

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

Section 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 12: Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
7 to 9	6
"	"
97 to 99	66
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 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 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 15: The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

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

Section 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: twenty-five cents (\$.25) effective 8/30/00 for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated employees Benefit Agreement and Trust.

ARTICLE IV **EMPLOYER RIGHTS - UNION RIGHTS**

Section 1: No member of Local Union 716, while he remains a member of such Local Union and subject to employment by Employers operating under this Agreement, shall himself become a Contractor for the performance of any electrical work.

Section 2: No more than two (2) individuals connected with an employing concern as Owner, Manager, Partner, Member of a Board of Directors, or who is furnishing the Master Electrician's License for such concern, shall perform any electrical work covered by this Agreement. These Employer representatives shall be registered with the Local Union by Certified Mail.

Section 3: The Union agrees that if, during the life of the Agreement, it grants to any other Employer in the Electrical Contracting Industry, or work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement, and the Union shall immediately notify the Employer of any such concession.

Section 4: 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 5: Union Recognition:

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

Section 6:

- (a) Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, "Employer" as used herein, is defined to mean a person, firm, or corporation who contracts for electrical work; and, having all certificates, licenses, etc., required by the city in which the Employer expects to operate; and, maintaining a permanent place of business, with a business telephone, open to the public during normal business hours, and having a suitable financial status to meet payroll requirements. He shall also employ at all times at least one (1) journeyman electrician. The Employer shall have adequate tools and equipment to perform the work for which the Employer contracts.
- (b) All Employers subject to the terms of this Agreement shall carry, as evidence of financial responsibility, and to insure proper payments to the IBEW Local Union 716 Pension and Annuity Trust Fund, NEBF, Southwest Health and Benefit Fund, Electrical Joint Apprenticeship and Training Trust Fund, IBEW Local Union 716 P.A.C. monies withheld upon behalf of Union members, IBEW Local Union 716 for dues withheld upon behalf of Union members, and wages required under this contract, a five thousand (\$5,000.00) dollar Indemnity Bond issued by a Company authorized to do business in the State of Texas, a five thousand (\$5,000.00) dollar cash deposit in the IBEW Pension and Annuity Trust Fund, or a five thousand (\$5,000.00) dollar irrevocable Letter of Credit with a bank that is mutually agreed upon between IBEW Local Union 716 and the Employer.

The aforesaid Bond, Cash Deposit in the IBEW Local Union 716 Pension and Annuity Trust Fund, or approved irrevocable Letter of Credit shall be executed prior to signing the Letter of Assent and shall be for a period of time to conform to the time limitations set forth in this Agreement and shall be renewed as provided for in subsequent Agreements.

The Bond, cash deposit, or irrevocable Letter of Credit shall provide that it may not be canceled by either the Employer, Insurance Carrier, or approved bank without thirty (30) days written notice in advance to the Union by certified, registered, or insured mail from the Surety. Proof of execution of the Bond, irrevocable Letter of Credit or proof of a Cash Deposit in the IBEW Local Union 716 Pension and Annuity Trust Fund in the form of an affidavit executed by the

Insurance Carrier, the IBEW Local Union 716 Pension and Annuity Trust Fund, or approved bank 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, IBEW Local Union 716 Pension and Annuity Trust Fund, the approved bank or the Employer without prior notification to the Union. The Union shall furnish a copy of the affidavit to each of the Funds.

- (c) In the event of an Employer giving an uncollectible check, this Agreement shall be considered breached by the Employer until the sum involved has been made good, together with all added costs.
- (d) Failure of an individual Employer to comply with all the applicable provisions of this Section shall constitute a breach of this Agreement.

Section 7: For all employees covered by this Agreement, the Employer shall carry **Workmen's Compensation Insurance** with a Company authorized to do business in this State; and, Social Security, and such other protective insurance as may be required by the laws of this State. The Employer shall also make contributions to the Texas Employment Commission for all employees covered under the terms of this Agreement. The Employer shall furnish to the Union, a copy of each quarterly report that is filed with the appropriate agencies above; and, such report shall be filed immediately when due.

Section 8: 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 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 payroll 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.

SECTION 9: Southwest Health and Benefit Fund

(a) It is hereby mutually agreed between parties hereto, and in accordance with the Trust Agreement governing the Southwest Health and Benefit Fund (SWHBF) entered into by the Southeast Texas Chapter of NECA and Local Union 716, IBEW, that the Employer will forward, effective August 29, 2001, to the SWHBF, an amount equal to two dollars and thirty cents (\$2.30) per hour for all hours actually worked (both straight time and overtime) within the geographical limits of the Union's jurisdiction when work is performed for any Employer operating under the terms of this Basic Agreement, for all employees. Effective November 28th, 2001, the Employer shall forward an amount equal to two dollars and sixty cents (\$2.60) to the SWHBF. Effective May 29th, 2002, the Employer shall forward an amount equal to two dollars and eighty-five cents (\$2.85). Effective November 27th, 2002, the Employer shall forward an amount equal to two dollars and ninety-five cents (\$2.95).

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.

- (b) Failure of an individual employer to comply with the applicable provisions of this Section shall constitute a breach of this Agreement.
- (c) Individual Employers who fail to remit SWHBF payments monthly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the SWHBF.
- (d) Individual Employers who fail to timely remit SWHBF payments monthly shall also be liable for liquidated damages in the amount of ten percent (10%) of all unpaid amounts. If it becomes necessary to place the collection of any contributions with an attorney, the Employer shall be liable for attorney fees, interest, auditing fees and Court costs.
- (e) If, during the life of this Agreement between the parties, the SWHBF Trustees (or those of any successor Medical Plan) mandate an increase in the contribution rate, the amount of the increase will be at the expense of the employee.

Section 10:

(a) **Pension Plan** - It is hereby mutually agreed between the parties hereto, and in accordance with the "Pension Contract" governing the "Pension Plan" entered into by and between the Southeast Texas Chapter of the National Electrical Contractors Association and Local Union 716 International Brotherhood of Electrical Workers, that effective August 29, 2001, the Employer will forward to the Pension Plan an amount equal to two dollars and fifty cents (\$2.50) per hour, for all hours worked within the geographical limits of the Union's jurisdiction when work is performed for any Employer operating under the Basic Agreement, for all employees other than Apprentices and Unindentured Apprentices. Pension contributions for Apprentices and Unindentured Apprentices shall be made in accordance with the "Pension Schedule - Apprentices and Unindentured Apprentices" shown below. The payment shall be made monthly, together with a monthly payroll report, on a form that will be furnished for that purpose. It is further agreed between the parties hereto that should the reserves of the Pension Plan decline below being solvent, and remain so for at least three (3) consecutive

months, the Agreement shall be opened for the express and exclusive purpose of negotiating the Pension Plan.

Pension Schedule - Apprentices and Unindentured Apprentices

Effective Dates:	<u>8/29/01</u>	<u>8/28/02</u>	<u>8/27/03</u>
Unindentured Apprentice:	\$1.25	\$1.25	\$1.25
Apprentice:			
1st Period (50%)	\$1.25	\$1.25	\$1.25
2nd Period (55%)	\$1.38	\$1.38	\$1.38
3rd Period (60%)	\$1.50	\$1.50	\$1.50
4th Period (70%)	\$1.75	\$1.75	\$1.75
5th Period (80%)	\$2.00	\$2.00	\$2.00
6th Period (90%)	\$2.25	\$2.25	\$2.25

(b) Retirement Savings Plan:

i. 401(a) - Effective January 1, 1999, the Employer contributions to the Annuity Plan terminated, and those same contributions became payable to the Retirement Savings Plan. Effective August 29th, 2001, each Employer shall forward to the Retirement Savings Plan an amount equal to thirty cents (\$.30) per hour for all hours worked within the geographical limits of the Union's jurisdiction when work is performed for any Employer operating under this Basic Agreement, for all employees, except Apprentices and Unindentured Apprentices. The payment shall be made monthly, together with a payroll report, on a form that will be furnished for that purpose.

- Effective August 28th, 2002, the contribution rate shall increase to forty cents (\$.40) per hour.
- Effective August 27th, 2003 the contribution rate shall increase to forty-two (\$.42) per hour.

The Retirement Savings Plan contribution rate for Apprentices and Unindentured Apprentices shall be in accordance with the "Retirement Savings Plan Schedule - Apprentice and Unindentured Apprentices" listed below:

Retirement Savings Plan Schedule - Apprentices and Unindentured Apprentices

	.30	.40	.42
Effective Dates:	<u>8/29/01</u>	<u>8/28/02</u>	<u>8/27/03</u>
<u>Unindentured - Apprentice:</u>	\$.15	\$.20	\$.21
Apprentice:			
1st Period (50%)	\$.15	\$.20	\$.21
2nd Period (55%)	\$.17	\$.22	\$.23
3rd Period (60%)	\$.18	\$.24	\$.25
4th Period (70%)	\$.21	\$.28	\$.29
5th Period (80%)	\$.24	\$.32	\$.34
6th Period (90%)	\$.27	\$.36	\$.38

ii. **401(k)** - In addition, 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 Retirement Savings Plan, upon the written request of each employee. Such deductible amounts shall be in \$.50 increments. Employees may enroll at the beginning of the employment with an Employer and enroll or change withholding each year during the month of January or July. Withholding will be made effective on the first payroll of the following month.

(c) Failure of an individual Employer to comply with the applicable provisions of this Section shall constitute a breach of this Agreement.

(d) Individual Employers who fail to remit payments required in this Section monthly, shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union.

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

Section 11: Fringe benefits provided for under this Agreement are due and payable on or before the 15th day following the last day of the covered month. Each Employer shall file a monthly report for each fringe benefit, in the form established therefore. Each report shall be filed, regardless of whether or not the Employer has employed any employee in the period covered by said report. Any employer who fails to file a report and pay contributions for any of the fringe benefits by the 15th 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 Benefit Fund 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 his liability, and shall pay the expenses of audit if delinquencies are found, under guidelines of the Funds. Action to collect contributions may be brought in the name of the respective Fund involved, its Trustees and any assignee or agent designated by said Trustees. Employer hereby accepts and agrees to the terms of each Trust Agreement and Plan for such fringe benefit Fund.

A delinquent Employer shall be liable for reasonable attorney fees for any action brought to recover the amount of said benefits.

This Section does not waive or deny any remedies of collection in other Sections of this Agreement, Trust or a remedy at law.

Section 12: The Union reserves the right to discipline its members for violations of its laws, rules and Agreements.

However, this does not include the right to remove the Contractor's employees from his shop or job, nor otherwise harass, or call him to the Local Union office or take any other action that tends to disrupt the Contractor's work during normal working hours.

Section 13:

- (a) The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the I.B.E.W., other than violations of Section 13 (b) of this Article, 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.
- (b) The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the 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.
- (c) All charges of violations of Section 13 (b) of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.
- (d) Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

Section 14: The Union has the right to appoint an Electrical Steward at any shop, or on any job where workmen are employed under the terms of this Agreement. Under no circumstances shall the Steward be discriminated against by any Employer or his representative. The Union agrees that, when such Steward is appointed or changed, the Employer shall be notified in writing, stating the Steward's name and shop, or job, to which he is appointed. Employer will notify the Local Union Business Manager eight (8) working hours prior to termination or transfer of a Steward. It is further agreed that the job steward for Local Union 716, IBEW, shall be deemed to have the greatest seniority of all employees working under this Agreement and that such job Steward shall be the last employee (excluding supervision) to be laid off at completion of the job. In addition, the Contractor agrees that Stewards may not be transferred or terminated until the Employer or Employer Representative has met with the authorized Business Representatives of Local Union 716, IBEW, in an effort to resolve the problem.

A Steward shall be a qualified workman performing work of his craft and shall exercise no supervisory function. There shall be no non-working Stewards.

Section 15: **UNEMPLOYMENT** - When 25% of the total number of employees normally employed under the terms of this Agreement (based on NEBF reports for the past two [2] years) are on the Out-of-Work List for a period of three (3) consecutive work weeks, then the Labor-Management Committee shall meet and prepare a plan to share the work which shall be then presented to both parties signatory hereto for their action.

Section 16: Union Working Dues

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 17: 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 18: National Electrical Industry Fund (NEIF)

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).

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.

Section 19: P.A.C. CHECKOFF:**(a) AUTHORIZATION:**

I hereby authorize and direct that you deduct from my pay the sum of ten cents (10¢) per hour for all compensated hours as your employee (in my present or in any future employment by any of you), and to remit that amount to the I.B.E.W., Local Union No. 716 P.A.C. Fund Account. This authorization is voluntarily made upon the specific understanding that: the signing of this authorization and the making of such voluntary contributions are not conditions of employment with the Employer; that I may make greater or lesser contributions than that provided through this payroll

checkoff and will not be favored or disadvantaged by Local 716 for doing so; that I may refuse to make contributions without reprisal; and, that the I.B.E.W., Local Union No. 716 P.A.C. Fund Account uses the money it receives to make political contributions and expenditures in connection with federal, state and local elections. This authorization shall remain in full force and effect until revoked in writing by me.

Name _____ Signature _____

Social Security # _____ Date _____

(b) The Employer agrees that upon receipt of the foregoing authorization, properly signed, each Employer shall make the appropriate deductions and forward the same monthly to Southeast Texas Benefit Fund for deposit in the I.B.E.W., Local Union No. 716 P.A.C. Fund Account.

(c) The failure of an individual Employer to comply with the applicable provisions of the I.B.E.W., Local Union No. 716 P.A.C. Fund shall also constitute a breach of this Labor Agreement.

(d) Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Local Secretary-Treasurer.

(e) Individual Employers who fail to timely remit I.B.E.W., Local Union No. 716 P.A.C. Fund payments monthly shall also be liable for liquidated damages in the amount of ten percent (10%) of all unpaid amounts. If it becomes necessary to place the collection of any contributions with an attorney, the Employer shall be liable for attorney fees, interest, auditing fees and Court costs.

Section 20: National Labor Management Cooperative Committee:

(a) 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. S175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. S186(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 innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern 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.

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

(c) 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.

(d) If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20) 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.

Section 21:

- a) The Employer shall not loan, or cause to be loaned, any workman in his employ to any other Employer without first securing permission from the Business Manager's office; and then only when applicants, possessing the required skills, are not available under the Referral Procedure.
- b) The Employer shall apply all layoff procedures on a job-by-job basis.
- c) **Work Preservation:** In order to protect and preserve, for the employees covered by this

- 1) Improving working conditions at the organization level, the management level, and the personal level in the electrical industry.
 - 2) Improving systematic work processes in the electrical industry in order to remove obstacles to effectiveness.
 - 3) Designing continuous training programs in the electrical industry for both Employers and employees.
 - 4) Developing marketing and relationship strategies and improving people relations at all levels, recommending changes to policies, agreements, and procedures when necessary.
 - 5) Any other purpose otherwise lawful and incidental or related to the accomplishment of the above purposes and goals.
- (b) The TEAMS fund shall function in accordance with, and as provided in the Bylaws and Articles of Incorporation, and any amendments thereto and any other of its governing documents. Each Employer, and Local Union 716 hereby accepts, and agrees to be bound by, TEAMS, as provided in said Bylaws and Articles of Incorporation and other governing documents.
- (c) Each Employer shall contribute \$.02 per hour actually worked under this Agreement up to a maximum of 150,000 hours per year to TEAMS. Payment shall be forwarded 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. The Southeast Texas Chapter of NECA shall be the collection agent for this Fund.
- (d) Should the TEAMS fund balance reach \$75,000, there will be a moratorium on contributions, until such time as the TEAMS fund balance declines below \$50,000.
- (e) The Southeast Texas Chapter of NECA (NECA) is charged with administering the TEAMS fund in accordance with the directives of the TEAMS Board of Directors. NECA shall maintain records, perform reconciliations, and prepare financial statements as reasonably required. NECA shall assess a fee to the TEAMS fund for these services in the amount determined by the TEAMS Board of Directors.
- (f) Failure of an individual Employer to comply with the applicable provisions of this Section shall constitute a breach of this Agreement. Individual Employers who fail to remit TEAMS fund payments monthly, shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union. Individual Employers who fail to timely remit TEAMS fund payments monthly, shall also be liable for liquidated damages in the amount of ten percent (10%) of all unpaid amounts. If it becomes necessary to place the collection of any contributions with an attorney, the Employer shall be liable for attorney fees, interest, auditing fees and Court costs.

ARTICLE V

HOURS - WAGE PAYMENTS - WORKING CONDITIONS

Section 1:

- (a) Eight hours work between the hours of 8:00 A.M. and 4:30 P.M., with thirty (30) minutes for a lunch period (which shall be taken between the hours of 12:00 noon and 1:00 P.M., at the option of the Employer) shall constitute a work day. Forty hours within five days - Monday through Friday, inclusive, shall constitute the work week. However, when mutually agreed upon by the Business Manager and the Chapter Manager at a timely pre-job conference the provisions of this Section may be altered. The alteration of the "work day" may include 8 hours of consecutive work with a 30 minute lunch between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, at the straight time rate of pay.
- (b) On all jobs within the jurisdiction of Local Union 716, I.B.E.W., workmen shall be at their place of work at the starting time and shall remain at the place of work until quitting time. When workmen are ordered to report to the shop, they shall report not earlier than 7:45 A.M., but shall not leave the shop for the job earlier than 8:00 A.M.

The Employer agrees that when employees are required to punch a time clock, or similar device, such will be punched in on the employee's time and punched out on the Employer's time. Sufficient time to be agreed upon between the Union and Employer.

- (c) After notification to the Business Manager and written confirmation from the Business Manager to the Employer, it is agreed that on any given project where a majority of the Building Trades alter the regular workday (8:00 A.M. to 4:30 P.M.) the regular workday as set out herein may be altered in the same manner without requirements of overtime rates; however, the work day shall not begin prior to 7:00 A.M. or later than 8:00 A.M.
- (d) If the starting time of the regular work day is altered, as provided for in Paragraph (c), above, then all provisions of Paragraph (a), above and Section 2 of this Article shall be altered accordingly.

Section 2:

- (a) (1) All work performed outside the regularly scheduled work hours as provided for in Section 1 (a), above, and Section 2 (b), between the hours of 4:30 P.M. and 8:30 P.M. shall be paid for at one and one-half the regular straight time rate of pay except as provided for in Subsection (a) (2) below.
- (2) All work performed between the hours of 8:30 P.M. thru 8:00 A.M. Monday thru Saturday, inclusive, shall be paid for at double the regular straight time rate of pay. All work performed on Saturdays between the hours of 8:00 A.M. and 12:00 Noon, and 12:30 P.M. and 4:30 P.M. shall be paid for at one and one-half times the regular straight time rate of pay. All other work performed on Saturdays, Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day (Friday) following Thanksgiving, and Christmas Day or days celebrated as such, shall be paid for at double the regular straight time rate of pay.
- (3) When men are called out on trouble or emergency calls outside of regular scheduled working

hours, they shall be paid from the time they leave home until they return at double the regular rate of pay, with a minimum of one (1) hour's time.

(4) Work performed during the established thirty minute lunch period shall be paid for at double the regular rate of pay.

(5) No work shall be performed on Labor Day except in case of emergency and then only with permission from the Business Manager.

(b) (1) When so elected by the Contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) eight hour 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 for eight (8) hours work.

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

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

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

(5) All overtime work required after the completion of a regular shift shall be paid at one and one-half (1-1/2) times the shift hourly rate.

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

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

(8) Typical Shift Work: (Examples)

Two Eight Hour Shifts

First Shift: 8:00 A.M. to 4:30 P.M.

From 8:00 A.M. to 12:00 Noon . . . 4 hours at straight time rate

From 12:00 Noon to 12:30 P.M. . . Lunch

From 12:30 P.M. to 4:30 P.M. . . 4 hours at straight time rate

Second Shift: 4:30 P.M. to 12:30 A.M.

Shift Rate: 7½ hours worked for 8 hours straight time pay plus 10%

From 4:30 P.M. to 8:30 P.M. . . . 4 hours at shift rate

From 8:30 P.M. to 9:00 P.M. . . . Lunch

From 9:00 P.M. to 12:30 A.M. . . 3-1/2 hours at shift rate

Three Eight Hour Shifts

First Shift: 8:00 A.M. to 4:30 P.M.

From 8:00 A.M. to 12:00 Noon . . . 4 hours at straight time rate

From 12:00 Noon to 12:30 P.M. . . . Lunch

From 12:30 P.M. to 4:30 P.M. . . 4 hours at straight time rate

Second Shift: 4:30 P.M. to 12:30 A.M.

Shift Rate: 7½ hours worked for 8 hours straight time pay plus 10%

From 4:30 P.M. to 8:30 P.M. . . . 4 hours at shift rate

From 8:30 P.M. to 9:00 P.M. . . . Lunch

From 9:00 P.M. to 12:30 A.M. . . 3-1/2 hours at shift rate

Third Shift: 12:30 A.M. to 8:00 A.M.

Shift Rate: 7 hours worked for 8 hours straight time pay plus 15%

From 12:30 A.M. to 4:30 A.M. . . 4 hours at shift rate

From 4:30 A.M. to 5:00 A.M. Lunch

From 5:00 A.M. to 8:00 A.M. . . . 3 hours at shift rate

(9) Whenever the Employer elects to utilize the shift work clause provisions of this Agreement, and the employee receives (8) eight hours pay for either seven (7) or seven and one-half (7-1/2) hours worked, the Employer shall make contribution payments on the employees behalf to the SWHBF and J.A.T.C. funds bascd on hours paid rather than hours worked.

(a) The Employer, with the consent of the Union, may institute a work week at the beginning of the pay period, consisting of four (4) consecutive ten (10)-hour days between the hours of 6:00 a.m. and 6:00 p.m., Monday through Thursday, with one-half hour allowed for a lunch period. There must be a minimum of two weeks scheduled. There shall be no make up days. No employee shall be transferred, moved, or assigned to a 4-10's job without their consent. After an individual employee has accumulated ten (10) hours in a workday, overtime shall be paid in accordance with this Collective Bargaining Agreement.

Section 3: When overtime is required on a specific job, all employees employed on said specific job, shall be given the opportunity to work such overtime before other employees of the Employer are placed on the job.

Section 4: Wages

(a) The Journeyman wage rate shall be increased in accordance with the schedule shown below:

EFFECTIVE:	<u>8/29/01</u>	<u>8/28/02</u>	<u>8/27/03</u>
Wage Rate:	\$20.60	\$21.60	\$22.60

(b) When required to certify and perform certified welding by the Employer, and/or Customer, or perform heliarc or short-arc welding or, when performing calibration, loop check, and/or

function test of process instrumentation equipment, and/or systems on petro-chemical processing plants, and/or related storage facilities or utility powerhouse installations, and/or related fuel processing facilities, and/or where asbestos certification is required, they shall receive \$1.00 above the Journeyman rate of pay.

Foreman Wages:

EFFECTIVE:	<u>8/29/01</u>	<u>8/28/02</u>	<u>8/27/03</u>
Foreman (5% above J.W.)	\$21.63	\$22.68	\$23.73
Foreman (When supervising 4 or more J.W.'s 8% above J.W.)	\$22.25	\$23.33	\$24.41
Assistant General Foreman (10% above J.W.)	\$22.66	\$23.76	\$24.86
General Foreman (15% above J.W.)	\$23.69	\$24.84	\$25.99

Apprentice Wages:

**INDENTURED AFTER
AUGUST 29, 2001**

EFFECTIVE:	<u>8/29/01</u>	<u>8/28/02</u>	<u>8/27/03</u>	<u>OJT HOURS</u>
1st Period - 50%	\$10.30	\$10.80	\$11.30	0-1000
2nd Period - 55%	\$11.33	\$11.88	\$12.43	1000-2000
3rd Period - 60%	\$12.36	\$12.96	\$13.56	2000-3500
4th Period - 70%	\$14.42	\$15.12	\$15.82	3500-5000
5th Period - 80%	\$16.48	\$17.28	\$18.08	5000-6500
6th Period - 90%	\$18.54	\$19.44	\$20.34	6500-8000

On all work performed in **Zone B**, the wage rate shall be ninety percent (90%) of the basic wage rate as specified in Article V, Section 4, except industrial work (see definition below) where the total electrical contract is in excess of \$100,000, which shall be done at the wage rate specified in Article V, Section 4.

Industrial Work defined: Where the term "Industrial Work" is used herein, it shall be defined to mean petro-chemical processing plants and/or related storage facilities or utility power house installations and/or related fuel processing facilities.

Section 5:

(a) The payroll period will begin with the beginning of business at 12:01 A.M. on Wednesday of each week and continue through Tuesday at 12:00 Midnight of the following week. Wages shall be available on Friday at the specified quitting time. However, should a holiday or holidays, as

listed in Article V, Section 2, fall on Wednesday, Thursday, or Friday, the pay period shall end on the preceding Monday and the man shall be paid the last work day of the calendar week. Any workman laid off or discharged by the Employer shall be paid all his wages immediately. In the event payment is not made, as set out above, waiting time at the regular rate shall be charged until payment is made. Any man who voluntarily severs his employment shall receive his wages on the specified pay day at the shop. However, if check is not picked up by 12:00 noon, check shall be mailed the same day, unless such voluntary quitting was on a day preceding the specified payday, in which instance the following Monday, unless it too is a holiday shall be the last day allowed for mailing of the check.

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

- (b) 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 716 and the Southeast Texas Chapter, NECA.
- (c) The employee's check stub will reflect the weekly hour breakdown of straight and overtime hours.
- (d) Discharge - The Contractor shall not use "Reduction in Force" to discharge an employee for cause. Any employee who claims he was unjustly terminated for cause shall grieve first to his immediate Steward and then to the Union.

Section 6: When three Journeymen are on a job, one of them shall be a **Foreman**. A Foreman shall not supervise more than ten (10) Journeymen. When two (2) or more Foremen are on a job, one of them shall be designated as General Foreman. When there is one General Foreman and one Foreman on a job, the General Foreman may supervise up to ten (10) Journeymen directly, in addition to supervising the Foreman. A General Foreman may supervise no more than six (6) Journeymen directly under him when there are two or more Foremen under his supervision. A General Foreman shall not supervise more than five (5) Foremen. When more than five (5) Foremen are required on a job there shall be an Assistant General Foreman who may supervise up to five (5) Foremen. When there is one General Foreman and one or more Assistant General Foremen there shall be no working Foreman. There shall be no restriction on Foremen working when there are no more than five (5) Foremen on a job, except that no Foreman shall supervise more than six (6) Journeymen and still work with his tools nor shall he handle any materials except items of a minor nature such as lock nuts, bushings, couplings, tape, screws, one roll of wire and etc., that he might elect to take to some employee on his routine rounds of the job. He may also use such tools as ruler - straight edge, level - chalk line - transit or any other tool necessary to lay out the work for his crew.

Section 7: Any man reporting for work and being laid off, not having been notified during normal work hours the day previous of such layoff, shall receive not less than two hours wages in order to gather tools and personal belongings, and shall be paid off in full immediately. In the event the employee is not paid off, waiting time at the regular rate shall be charged until payment is made.

Section 8: When men are directed to report to the job, and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two hours pay at the prevailing rate of pay, unless notified before leaving home, and upon the request of the

Employer, they shall remain available on the job for this two-hour period. In the event that men are put to work during this first two-hour period, but are unable to continue work due to weather conditions, they shall receive, only, the two hours referred to above. However, at the Employer's request, workmen will remain on the job after the first two-hour period and, if so requested, workmen will receive a minimum of four hours pay and shall be required to remain on the job, if so requested by the Employer. If requested to stay on the job beyond four working hours, workmen will receive a minimum of six hours pay, and may be required to remain on the job. If requested to stay on the job beyond six hours, workmen will receive a minimum of eight hours pay, and may be required to remain on the job.

If the work-day has been altered on a job in accordance with Section I (c) show-up time beginning at 7:00 A.M. will be paid at straight time. If premium time is being paid before 8:00 A.M. on a job the premium pay shall apply to show-up time before 8:00 A.M.

Section 9: 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 10: Journeymen shall provide themselves with the following tools:

- | | |
|--|------------------------|
| Knife | Cutting Pliers |
| Pencil | Gas Pliers |
| Six Foot Rule | Hack Saw Frame |
| Small Level | Hammer |
| Screw Drivers | Phillips Screw Drivers |
| Safety Shoes/Boots:
when required by the customer | |

OPTIONAL TOOLS

- | | |
|----------------|------------|
| Voltage Tester | Flashlight |
| Safety Glasses | Steel Tape |
| Fusc Puller | |

Nothing in this Agreement shall be construed as limiting the right of a workman to carry in his tool box other tools as provided by an Employer; also, nothing in this Section shall be construed as a requirement for workmen to carry in his tool box other tools than are listed in this Section.

Section 11: The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them; providing, the Employer furnishes the necessary lockers, tool boxes, or other safe places for storage. The Employer shall also provide a suitable place that can be locked, or a locker box on all jobs where employees may keep their tools.

Section 12: Workmen shall install electrical work in a safe workmanlike manner and in accordance with applicable code and/or contract specifications.

The Employer or his representative shall not require or order workmen to install electrical work not in conformity with this Section.

Section 13: The Representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

Section 14:

- (a) When workmen are ordered to report to the shop, the Employer shall within the jurisdiction of the Union, pay for traveling time, furnish transportation from shop to job and from job to job. Workman will remain on the job until 4:30 P.M. The Employer will furnish transportation only from the job to shop. However, should the Employer fail to return workmen to the shop by 5:00 P.M., they shall receive overtime at the prevailing rate from 5:00 P.M., with a minimum of thirty (30) minutes. However, if any employee is required to handle Contractor's tools, materials, or electrical equipment after 4:30 P.M., such employee will be paid overtime at the prevailing rate. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, board and all other necessary expenses.
- (b) Nothing in this Agreement shall be construed as limiting the right of the Employer to move, transfer or assign employees from his shop to any specific job, or from any job to any other job, upon which said Employer holds a contract for the performance of the electrical work under the terms of this Agreement. An employee, once on the Employer's payroll, may be worked by him at any location at the discretion of the Employer.

Section 15:

- (a) On all work in which the employees are subject to any harmful radiation, they shall be provided with all safeguards as required by the Atomic Energy Commission.
- (b) The Employer agrees to furnish to each employee welding on copper or galvanized metal, or assisting if in immediate proximity of the fumes, one (1) pint of milk twice daily.
- (c) When workmen are required to install permanent and temporary warning lights or other forms of electrical work on cranes, stiff legs, flare stacks, television or radio towers or work from boatswain chairs or swinging scaffolds of heights in excess of 50 feet from the ground they shall be paid at double the straight time rate of pay with a minimum of one (1) hour.
- (d) When workmen are required to perform work stated in paragraph (c) (during overtime hours, Monday through Friday), Saturdays, Sundays, or holidays, they shall be paid double the straight time hourly rate, plus thirty (30) minutes straight time hourly for each hour worked, with a minimum of one (1) hour per work day.
- (e) When employees are required to work in an area where noxious gasses or other conditions require the use of masks or respirators, then such employees must be given a thirty minute rest break from such areas at the end of each one and one-half hour so worked. Such rest time shall be paid for at the applicable rate of pay. The same shall apply to work performed under compression conditions.
- (f) All temporary scaffolds, towers, high lifts, etc., must be secured in a stable position and equipped with hand rails to insure against free falls or pay double the applicable rate of pay for all time worked on such hazardous work.

Hazardous pay is to be used only to encourage the contractor to strive for safe conditions and the safety committee established in Article V, Section 20 shall be the deciding body in case of dispute.

Section 16: No traveling time nor transportation 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. However, if workmen are required to work on more than one (1) job in

any one (1) day, he will receive traveling time and transportation back to reporting place, if not returned to reporting place by the specified quitting time.

Section 17: On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two or more Journeymen must work together.

Section 18: On all jobs having a Foreman, workmen are not to take directions or orders, or accept the layout of any job, from anyone except the Foreman. No Foreman of one job shall at the same time perform work on another job.

Section 19: It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

Section 20: Prefabrication of electrical materials, except standard catalogic items, shall be performed by workmen employed under the terms of this Agreement. However, the following items may be purchased direct from suppliers or where feasible from an Employer signatory to an Assent Letter A or B to this Agreement.

- 1) Pre-cut Wire (all kinds)
- 2) Pre-cut Fixture Tails
- 3) Pre-fabricated Switch Racks in their entirety
- 4) Such other pre-fabricated materials as is deemed necessary by the Business Manager to stay competitive with the ever expanding technological changes in the construction market.

Prefabrication of electrical materials when done in the Employer's shop or on the job site shall be performed by workmen employed under the terms of this Agreement.

Section 21: Where pipe cutting and threading machines are used, such shall be operated by workmen employed under the terms of this Agreement. Apprentices shall be allowed to operate pipe cutting and threading machines when such machines are being used for the specific purpose of cutting or threading pipe, and while working under the supervision of a Journeyman, providing Federal Minimum Age Laws are complied with.

Section 22: Mileage Reimbursement: A workman may shift from one job to another, once each day, and carry his tools in his personal vehicle provided said workman is compensated by the Employer on a per mile basis in accordance with current Internal Revenue Service regulations. There shall be no hauling of Employer's tools or materials in employee's personal vehicle.

- a) No workman shall loan, lease, or rent vehicles, tools or equipment to an Employer.
- b) No workman shall be discriminated against because of refusing to use his personal vehicle as outlined in this Section.

Section 23: When sanitary drinking facilities are not available, they shall be made available by the Employer.

Section 24: When sanitary hand-washing/toilet facilities are not available, they shall be made available by the Employer, and must be in compliance with OSHA standards.

Section 25: The Employer shall make out a "monthly report" giving names and total number of hours worked, and gross earnings received by employees employed under the terms of this Agreement in his shop during each pay month. Such report shall be mailed by the Employer to the

office of the Union each month. Reports of gross earnings shall include bonus and incentive type earnings.

Section 26: The Employer agrees to fill out a Wage Rate Certification form on each job he does at the peak employment stage and forward same to the Local Union Business Manager for processing. Forms will be furnished by the Local Union.

Section 27: Parking, Effective August 29, 2001, on jobs or shops within the jurisdiction of Local Union 716, I.B.E.W., as defined herein, where free parking is not available within three (3) blocks of the shop or job-site, and toll parking lots prevail as the only means for an employee working under the terms of this agreement to park his/her personal vehicle when reporting for work, the Employer shall furnish such employees a place to park within three (3) blocks of the shop or job-site, or reimburse the employees for their parking expense, not to exceed \$3.60 per day. Effective August 28, 2002, compensation shall be increased to \$4.00 per day. No ticket or receipt shall be required for reimbursement.

Section 28: Vacation Fund

(a) Authorization:

I hereby authorize and direct that you (the Employer) deduct from my pay the sum of _____ cents per hour for all compensated hours as your employee (in my present and future employment by you), and to remit that amount to the Local Union 716 Credit Union Vacation Fund account. This authorization is voluntarily made upon the specific understanding that: the signing of this authorization and the making of such voluntary contributions are not conditions of employment with the employer; also, that I may make greater or lessor contributions than that initially specified (such changes in contribution amount to be effected no more often than on a quarterly basis). This authorization shall remain in full force and effect until revoked in writing by me.

Name _____ Signature _____

Social Security # _____ Date _____

- (2) The employer agrees that upon receipt of the foregoing authorization, properly signed, each Employer shall make the appropriate deductions and forward the same monthly to the Local Union 716 Credit Union Vacation Fund Account.
- (3) The failure of an individual Employer to comply with the applicable provisions of the IBEW, Local Union 716 Vacation Fund shall also constitute a breach of this Labor Agreement.
- (4) Individual Employers who fail to remit as provided above shall be additionally subject to having this agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been made to the Local 716 Credit Union Vacation Fund Account.

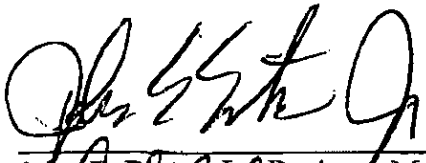
Section 29: Administrative Maintenance Fund (AMF)

- (a) Effective August 29th, 2001, all Employers subject to the terms of this Agreement, as well as those who utilize the Southeast Texas Benefit Trust (SETXBT) shall contribute an amount equal to five cents (\$.05) per hour worked by each employee working under the terms of this agreement; up to a maximum of 150,000 hours within a calendar year. The sum shall be due the Houston 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.
- (b) 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.
- (c) No part of the funds collected under this fund shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its local unions.
- (d) Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Fund payments, and received by the Southeast Texas Benefit Trust no later than the 15th of the month following the month in which the labor was performed.
- (g) 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.
- (h) Individual Employers who fail to remit AMF payments monthly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the AMF.
- (i) Individual Employers who fail to timely remit AMF fund payments monthly shall also be liable for liquidated damages in the amount of ten percent (10%) of all unpaid amounts. If it becomes necessary to place the collection of any contributions with an attorney, the Employer shall be liable for attorney fees, interest, auditing fees and Court costs.

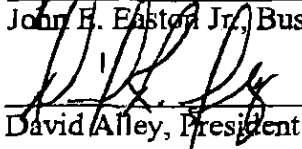
Section 30: This Agreement sets forth the entire contract between the Chapter and the Union, and supersedes all previous understandings and Agreements between them and amendments thereto.

SIGNED FOR THE UNION:

LOCAL UNION 716 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS



John E. Easton Jr., Business Manager



David Alley, President

8/16/02

Date

SIGNED FOR THE CHAPTER:

HOUSTON DIVISION OF THE
SOUTHEAST TEXAS CHAPTER OF
THE NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION



Allen Grainey, Executive Director



Cliff Henderson, Division Chairman

8/16/02

Date



Local Union 716



AFL-CIO-CLC

International Brotherhood of Electrical Workers

1475 NORTH LOOP WEST
HOUSTON, TEXAS 77008

PHONE (713) 869-8900
FAX (713) 868-6342

Local Union 716, I.B.E.W. Wage and Benefit Rates Basic Construction Agreement Effective Date 8/29/01 thru 8/31/04

(*Pending upcoming Action by
SWH&BF)

	Effective Date 8/29/01	Effective Date 12/01/01	Effective Date 06/01/02	Effective Date 8/28/02	Effective Date 12/01/02	Effective Date 08/27/03
Journeyman Wages	\$20.60	\$20.60	\$20.60	\$21.60	\$21.60	\$22.60
*SWH&BF	\$ 2.50	\$ 2.60	\$ 3.00	\$ 3.00	*\$3.10+	* \$ 3.10+
Pension	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
Retirement (401a)	\$.30	\$.30	\$.15	\$.25	\$.25	\$.27
NEBF (3%)	\$.62	\$.62	\$.62	\$.65	\$.65	\$.68
JATC	\$.25	\$.25	\$.25	\$.25	\$.25	\$.25
**NLMCC	\$.01	\$.01	\$.01	\$.01	\$.01	.01
T.E.A.M.S.	\$.02	\$.02	\$.02	\$.02	\$.02	\$.02
Total Wage Package	\$26.80	\$26.90	\$27.15	\$28.28	\$28.38	\$29.43
Parking Per Day (No Receipt Required)	08/29/01 \$3.60			08/28/02 \$4.00		08/27/03 \$4.00

*Southwestern Health & Benefit Fund

** (National Labor Management Cooperative Committee)

Working Assessments: 5% of Gross Wages (on straight time only)

Foreman:

(Supervising 3 or less Journeyman	+5%)
(Supervising 4 or more Journeyman	+8%)
Assistant General Foreman	+10%
General Foreman	+15%