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Inside Agreement

between

**North Texas Chapter,
National Electrical
Contractors Association
Arlington, Texas**

and

**LOCAL UNION NO.20
International Brotherhood
of Electrical Workers**

Effective: June 1, 2002 through May 31, 2004





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AGREEMENT

Agreement by and between the Dallas/Fort Worth Division, North Texas Chapter, NECA, and Local Union 20, IBEW. 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 North Texas Chapter, NECA, and the term "Union" shall mean Local Union 20, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement. All references to gender are meant to be neutral and to apply to both male and female without partiality.

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 the industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any difference by rational common sense methods. Now, therefore, in consideration of the mutual promises and Agreements herein contained, the parties hereto agree as follows:

ARTICLE I

Effective Date - Changes - Grievances - Disputes

Section 1.01. Effective Date

This Agreement shall take effect June 1, 2002, and shall remain in effect until May 31, 2004, unless otherwise specifically provided for herein. It shall continue in effect from

year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

Section 1.02. Changes

- (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 that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.*
- (e). *When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the*

Council.

- (f). Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03.

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.04.

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

Section 1.05.

There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06.

All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any

matter within 48 hours, they shall refer the same to the Labor Management Committee.

Section 1.07.

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

Section 1.08.

Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09.

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

ARTICLE II

Section 2.01. Management's Rights

The Union understands the Employer is responsible to

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

Section 2.02. Favored Nations

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

Section 2.03. Non-Resident Employers

An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and

shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor – management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.04. Members Contracting

No member of Local Union 20, while he remains a member of such Local Union and subject to employment by the Employers operating under this Agreement, shall himself solicit, perform any work covered by this Agreement, become a contractor, or furnish a masters license for any other electrical contracting firm except for the Contractor he is referred to other than charitable work pre-approved by the Executive Board of Local Union 20 IBEW.

Section 2.05. Who Can Perform Work

Only two (2) members of a firm (Employer), shall be permitted to work with the tools on construction, service, or repair work. The employer shall notify the Union of the workers' identities, and vested interest in the firm must be proven to the satisfaction of the Union and NECA prior to the designated individuals beginning any electrical work.

Section 2.06. Qualifications

Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the electrical industry. Therefore, an Employer

who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, with a telephone and suitable financial status to meet payroll requirements. Any electrical contractor who signs a letter of assent must submit a monthly payroll report to the Administrative Maintenance Fund and NEBF regardless of whether or not they have any employees or work.

Section 2.07. Union Recognition

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

Section 2.08. Worker Compensation

For all employees covered by this agreement, the Employer shall carry valid Workers' Compensation Insurance with a company authorized to do business in the State of Texas or Oklahoma. The Employer shall also carry such other protective insurance, social security, and unemployment compensation as may be required by the laws of these states. Satisfactory proof of such shall be furnished to the Union.

The IBEW and the Employers agree to take an aggressive stance against workers compensation claim fraud.

Section 2.09. Bonding

All Employers subject to the terms of this Agreement shall carry a surety bond or cash as evidence of financial responsibility and to insure proper payment to NEBF, Health & Welfare Fund, Vacation Fund, Annuity Fund,

Apprenticeship Training and delinquent wages to employees. This bond will be made to "Trustees of the various funds and the affected employees," and held firmly by Local Union 20 IBEW, If bond is cash, it shall be deposited in the Local No. 59 IBEW Federal Credit Union or Local No. 116 IBEW Federal Credit Union and firmly controlled by Local Union No. 20.

The amount of bond, or cash, shall be \$1,000 per referred employee for the first five (5) referred employees. For the sixth (6th) referred employee and all referred employees exceeding six (6) to 19, the bond shall be \$20,000. For all referred employees numbering 20 and over, the bond shall be \$50,000. The bond shall be made payable to the respective funds required under the terms of this Agreement. Said bond shall be issued by a Federal Register approved company and said bond shall have mandatory demand when the Employer becomes \$10,000.00 or more delinquent for 30 days. If an employer has maintained a current payment history over a five year period and employs 20 referred employees, the maximum amount of the bond will be \$20,000. If, however, the employer becomes delinquent for a period of a minimum of seven (7) days, it will revert back to the aforementioned rates.

The bond shall provide that it may not be canceled by either the Employer or the insurance carrier without prior notice to the Union. Proof of the execution of the bond, in the form of an affidavit executed by the insurance carrier, shall be furnished the Union and the NECA Chapter by 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 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. It is understood and agreed that should a breach of this obligation be made by the principal hereof, notice shall be given the Surety, of such

breach by the Obligee, not later than fifteen (15) days after such breach. It is further agreed that the Surety may, if it so elects, cancel this bond by giving thirty (30) days notice in writing to the Obligee and this bond shall be deemed canceled at the expiration of said thirty (30) days provided, however, that such cancellation shall not relieve the Surety of any liability which shall have accrued prior to the effective date of the cancellation.

No workman will be referred to the contractor nor will the contractor sign a letter of assent until all conditions of this section have been met.

Section 2.10. Safety

There shall be a Joint Safety Committee of three (3) representatives of the Employer and three (3) representatives of the Union. It shall meet monthly at a regularly scheduled time as it may decide. Its purpose is to disseminate information on current OSHA standards and industry safe work practices.

The Union agrees to inform fully all workmen of their responsibility for safe working habits as outlined in this agreement as attached.

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

Section 2.11. Welding Protective Clothing

Any man employed under the terms of this Agreement performing welding will be furnished the proper protective clothing (hood, gloves, and protective clothing including a welding cap when welding overhead).

Section 2.12. Injury Time Lost

An Employee injured on the job shall be reimbursed for actual time lost while receiving medical care on the day such accident occurs. In the event such injured Employee is instructed by the doctor not to return to work the day of the incident, such Employee shall however, be entitled to pay for that day.

Section 2.13. Second Party

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

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

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

ARTICLE III

Section 3.01. Union Access

The representative of the Union shall be allowed access to all shops or jobs at reasonable times where workmen are employed under the terms of this agreement, provided the Employer's Office is given advance notice and provided the Employer has the authority to grant such permission.

Section 3.02. Union Discipline

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

Section 3.03. Steward

The Business Manager of the Union shall have the right to appoint Stewards in all shops and on all jobs requiring four or more workmen. Stewards shall not be discriminated against by the Employer for the faithful performance of their duties as Stewards. The Business Manager of the Union shall notify the Employer of the appointment or removal of any Steward. On jobs that have four or more journeymen (Stewards, foremen, and general foreman included), the Contractor will notify the Business Manager 24 hours before transferring or laying off a job Steward, unless the customer has requested the Steward be removed from the job.

Section 3.04. Grievance Filing Deadline

The Labor – Management Committee shall not recognize any grievance or dispute unless a written notice of the charge is given to the Party's respective representative within ten (10)

working days after a violation of this agreement may have been committed.

ARTICLE IV

Standard Inside Apprenticeship Language

Section 4.01.

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

The local apprenticeship standards shall be in conformance with national guideline standards and 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 others (unindentured, intermediate journeymen, etc.).

Section 4.02.

All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a (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 should meet on a monthly basis, and also upon the call of the Chairman.

Section 4.03.

Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor – Management Committee for resolution as outlined in Article One of this agreement, except for trust matters, which shall be resolved as stipulated in the local trust instrument.

Section 4.04.

There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specific 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 4.05.

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

Section 4.06.

To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 4.07.

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

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship

shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at sometime in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 4.08.

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 Wireman 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 4.09.

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) ratio 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 4.10.

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-hours (prevailing wage) job sites.

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

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

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

Section 4.11.

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 4.12.

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

| <u>Number of Journeymen</u> | <u>Maximum Number of Apprentices/Unindentured</u> |
|-----------------------------|---|
| 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 4.13.

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 4.14.

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 4.15.

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 4.16.

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 just agreement. The current rate of contribution is: 1.25% percent of the gross monthly labor payroll. 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 V Referral Procedure

Section 5.01. Agreement

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

Section 5.02. Exclusive Hiring Hall

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

Section 5.03. Rejection

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

Section 5.04. Non-Discrimination

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

Section 5.05. Registration

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

GROUP I All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee; and who have been employed for a period of at least one year in the last four years in the geographical area covered by this 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 IBEW or have been certified as a Journeyman Wireman by any inside Joint Apprenticeship and Training Committee
- GROUP III** All applicants for employment who have two or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market; and who have been employed in the trade for at least six months in the last three years in the geographical area covered by this collective bargaining agreement.
- GROUP IV** All applicants for employment who have worked at the trade for more than one year.

Section 5.06. 48 Hour Clause

If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but, such applicants, if hired, shall have the status of "temporary employees".

Section 5.07.

The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 5.08. Normal Construction Labor Market

"Normal Construction Labor Market is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

Counties of Collin, Comanche, Cooke, Dallas, Delta, Denton, Ellis, Erath, Fannin, Grayson, Hood, Hunt, Jack, Johnson, Kaufman, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise of the State of Texas, and Bryan and Marshall of the State of Oklahoma.

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

Section 5.09. Resident

Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one-year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 5.10. Examinations

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

Section 5.11. Work List

The Union shall maintain an " Out Of Work List" which shall list the applicants within each GROUP in chronological order of the dates they register their availability for employment

Section 5.12. Re-registration

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 5.13. 40 Hours

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 5.14. Referral Procedure (Needs)

Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "Out Of Work List" and then referring applicants in the same manner successively from the "Out Of Work List" in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

An applicant who is discharged for cause three times within a twelve month period shall be referred to the neutral member of the Appeals Committee for a determination as the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharge. The neutral member of the Appeals Committee, may in his/her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and or the repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommendation action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 5.15.

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

- (a). When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b). The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any shall first be exhausted before such overage reference can be made.

Section 5.16. Appeals Committee

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

Section 5.17.

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 5.04 through 5.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 5.18.

A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 5.19. Posting Procedure

A copy of the referral working procedure set forth in the Agreement shall be posted on the bulletin board in the office of the Local Union and the office of all Employers who are parties of this Agreement.

Section 5.20.

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

Section 5.21.

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 employed in the GROUP. Next to be laid off are employees in GROUP III, if any are employed in this GROUP then those in GROUP II then those in GROUP I.
- (b). Paragraph (1) will not apply as long as the special skills requirement as provided for in Section 5.15 (a) is required.
- (c). Supervisory employees covered by the terms of this

Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in Paragraph (1) above.

ARTICLE VI

Section 6.01. Normal Work Day

Eight (8) hours worked between the hours of 8:00 a.m. and 4:30 p.m., with 30 minutes off for lunch (or rest period, which must be taken at mid-day) shall constitute a work day. Forty (40) hours within five days, Monday through Friday inclusive, shall constitute the work week. These hours may be altered for a specific job, if job conditions warrant, by a maximum of two (2) hours preceding 8:00 a.m. All days changed will be for a minimum of five (5) consecutive days. The Employer shall notify the Business Manager prior to making a change in the work day.

Section 6.02. Alternate Work Day/Week

When job conditions warrant, the work week may be changed to four (4) consecutive ten (10) hour days between the hours of 7:00 A.M. and 6:00 P.M., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period. Friday may be used as a voluntary make-up day, and if utilized, a minimum of eight hours must be scheduled. After ten (10) hours in a work day or 40 hours in a work week, overtime shall be paid at a rate of one and one-half (1 1/2) times the straight time rate of pay. At the request of the customer and with consent of the Business Manager, Saturday, Sunday, and Holidays may be involved in the work week (rolling 4-10s).

Section 6.03. Conflicting Employment

Any employee who accepts any employment that conflicts with the normal workday/week that exceeds 30 working days shall be terminated.

Section 6.04. Overtime/Holidays

All work performed outside the regularly scheduled work day, Monday through Friday, inclusive, and all day Saturday, shall be paid at one and one-half (1 1/2) times the regular straight time rate of pay.

All work performed on Sundays and the following holidays;

New Years Day

Thanksgiving Day

Memorial Day

Christmas Day

Fourth of July

Friday after Thanksgiving

Labor Day

shall be paid at double (2) the regular straight time rate of pay. Memorial Day will be observed on the last Monday in May.

Section 6.05. Labor Day

No work shall be performed on Labor Day except by permission of the Business Manager or his representative of Local Union 20.

Section 6.06. Contractor Responsibility – Overtime

The Company representative and the Steward will divide overtime on the job as equally as practical between employees. Foremen or General Foremen can not replace a workman for overtime unless needed to man a job.

The Employer will make every effort to see that overtime is distributed among his total workforce as equally as practical. The final decision as to who will work will be made by the employer or his representative.

When unforeseen circumstances occur that warrants leaving certain individuals on a project, the Company representative and the Steward shall make a fair decision who will work the overtime on a non-precedent setting basis.

When a call is made for manpower for a scheduled overtime job, and the employee knows the job is to be worked with overtime before he reports to the job, he will be required to work the overtime or will be subject to termination.

When an employee is working on a job, and at a later date, there is a change in the work schedule which causes overtime, the employee has the right to turn down the overtime. The employer has the right to transfer him to another job, lay the man off and/or replace him.

The employer shall not discipline any employee for refusal to work unscheduled overtime.

Section 6.07. Minimum Hourly Rate of Wages

The minimum hourly wage rate shall be:

| | June 1, 2002 | June 1, 2003 |
|--------------------|-------------------------|--------------|
| Journeyman Wireman | \$20.65 | \$21.40 |
| Foreman rate: | 110% of Journeyman rate | |
| General Foreman: | 120% of Journeyman rate | |

Cable Splicing (per Article VI, Section 6.24)

Journeyman Foreman

When cable splicing 15% per hour above Journeyman
Journeyman

When cable splicing: 10% per hour above Journeyman

Apprentice Wages:

- 1st period – 50% of Journeyman rate
- 2nd period – 55% of Journeyman rate
- 3rd period – 60% of Journeyman rate
- 4th period – 70% of Journeyman rate
- 5th period – 80% of Journeyman rate
- 6th period – 90% of Journeyman rate

Section 6.08. Administrative Maintenance Fund

Effective June 1, 1999, all employers covered by this Agreement shall contribute eight tenths of one percent (.8%) of gross labor payroll of each employee covered by this Labor Agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the collective bargaining agreement, handling grievances and all other management duties and responsibilities in this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month. The enforcement for delinquent payments to the fund shall be the sole responsibility of the Fund and the North Texas Chapter, NECA, and not the Local Union.

The Administrative Maintenance Fund will be solely administered by the North Texas Chapter, NECA, and shall not be used in any manner detrimental to the Local Union or the IBEW.

Section 6.09. Health & Welfare

Health and Welfare is three dollars (\$3.00) per hour worked. Effective December 1, 2002 the rate will be three dollars and forty five cents (\$3.45) per hour worked. The Employer hereby agrees to comply with the IBEW-NECA

Southwestern Health and Welfare Trust Agreement. In accordance therewith, the Employer agrees to forward monthly to the North Texas Electrical Administrative Receiving Fund, as the designated agent, an amount equal to three dollars (\$3.00) per hour worked (effective December 1, 2002 this amount will be three dollars and forty five cents (\$3.45) per hour worked), paid to each Employee, employed under the terms of this Agreement to be remitted to the Health and Welfare Board of Trustees in a timely manner. Payments shall be paid monthly, not later than fifteen calendar days following the end of each month, together with a payroll report on a form that will be furnished for that purpose.

An individual Employer who fails to remit Health and Welfare payments monthly in accordance with the applicable provisions of this Article shall be subject to having this Agreement terminated. Failure by an individual Employer to comply with the applicable provisions of this Article shall constitute a breach of this Agreement.

Section 6.10. Annuity Plan

Effective June 1, 2000, the Annuity Plan contribution shall be eight percent (8%) of Employee's gross wages. The Employer agrees to comply with the Declaration of Trust of the IBEW Local Union 20 Greater Texas Annuity Fund, entered into between the Union and the Employer, and in accordance herewith, agrees to forward monthly the above percentage of the Employee's gross wages to the A. M. F. to be remitted to the Board of Trustees, together with monthly reports as may be required, in a timely manner

401(K) Plan

Effective the first payroll period ending in June, 2002, employees shall be eligible to participate in the 401 (K) Plan

established by and under the guidelines of the Trustees of the Greater Texas IBEW-NECA Annuity Plan. Such contributions shall be made on a voluntary basis and will be non-matching by the employer.

Contributions will be deducted from the employees weekly paycheck in \$.50 increments. The minimum an employee can contribute will be \$.50 per hour worked, and the maximum shall be the current lawful yearly contribution (monitored by the individual). Start and/or change notices will occur during the first weekly payroll period of January and July each year, or each time an employee hires in at a contractor shop or office.

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

Section 6.11. National Employees Benefit Fund

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The

payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

An individual employer who fails to remit as provided above shall be additionally subject to having 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 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 labor Agreement.

Section 6.12. Apprenticeship Contribution

Apprenticeship & Training: one and one quarter (1 1/4 %) percent of gross productive payroll (as stated in Article IV, Section 4.16). All Employers subject to the terms of this Agreement shall contribute one and one quarter (1 1/4%) percent of their gross productive labor payroll for the purpose of maintaining an apprenticeship and training program. This sum shall be forwarded monthly to the A. M. F. to be remitted to the Joint Electrical Apprenticeship & Training Fund in a timely manner

Section 6.13. Union Dues Deduction

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union -upon receipt of a voluntary written authorization — the additional working dues

from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 6.14.

The money collected for the employees Union Dues shall be sent with the Employers monthly payroll report to the Administrative Maintenance Fund with the other deductions and benefits for processing.

Section 6.15. Vacation

- (a). Each Employee working under the terms of this Agreement shall sign a card authorizing the Employer to withhold as a vacation allowance, an amount equal to five percent (5%) of gross pay, which amount is included in the wage rates listed in the Labor Agreement. The employee shall have the option to increase the amount withheld, upon completion of the proper authorization forms. The amended vacation withholding percentage shall remain in effect for a period of no less than 12 months.
- (b). The vacation allowance shall be withheld. An authorization card for each Employee working under the terms of this agreement shall be on file at the office of IBEW Local 20. The vacation allowance shall be withheld from the employee's weekly pay and shall be sent on a transmittal to the Administrative Maintenance Fund to be remitted to the vacation funds account in a timely manner. All vacation funds will be forwarded to the IBEW 116 Federal Credit Union for dispersal.

Section 6.16. Industry Fund

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 manhours 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 6.17. Late Payments

An Employer who fails to have all payments to NEBF, Vacation, NMLCC Fund, Apprentice Training, Working Dues, Welfare Fund and Annuity Fund to the A. M.F. office by the

15th of the month as required in this Agreement, shall be assessed a late fee, not to exceed the allowable Federal rate, which at the present time is eighteen percent (18%) annually, and shall be subject to having Employees working under the terms of this Agreement removed from employment provided payments are not received within seventy-two (72) hours after receipt of letter by registered mail from IBEW.

Section 6.18. Paying of Wages

Wages shall be paid in cash or by check weekly not later than the end of the regular scheduled workday on Friday, at the job site and not more than three (3) days wages may be withheld at any time. If a holiday falls on Friday, or at the close of the week, wages shall be paid by the end of the workday preceding the holiday, or days celebrated as such.

In case of severe weather conditions causing hazardous driving conditions, there will be no waiting time. The Employer will make checks available as soon as possible.

Workmen shall be provided with pay envelopes or detachable check stubs showing date, company name, hours worked, gross earnings, and all withholdings.

In the event workmen are not paid by the above stated time, waiting time at the regular straight time rate, not to exceed eight (8) hours, in any one twenty four (24) hour period, with a maximum of 40 hours straight time rate of pay, Saturday and Sunday included, shall be charged until payment is made. The Local Union may require an Employer, who issues insufficient checks for payroll or to the various Funds established between the two parties to this Agreement, to pay in cash his payroll to workmen covered under this agreement, and to the funds until such time as the contractor can show financial responsibility in accordance with Article II, Section 2.06 of this Agreement.

Any workman laid off or discharged shall be paid his wages immediately. In the event he is not paid off waiting time at the

regular straight time rate shall be charged until payment is made. Waiting time is not to exceed forty hours at the straight time rate of pay. If the contractor has been found guilty of 2 offenses within a 12 month period by the Labor Management Committee, the maximum waiting time shall be eighty hours at the straight time rate of pay. If Saturday and/or Sunday are scheduled work days on the job the employee is terminated from, the scheduled Saturday and for Sunday shall be included as days paid for waiting time to be paid at the straight time hourly rate for the scheduled Saturday and/or Sunday.

After starting work and then being laid off, an employee shall receive not less the two (2) hours time and shall be allowed sufficient time to gather his tools and personal belongings.

Waiting time shall not be paid if an employee falls under the following guidelines:

- (a). If at the time of the lay off or discharge, the employee was running late or not on the job to receive his check, the Employer shall mail the check that day to the Union Hall or drop it off at the Union Hall.
- (b). If fired and instructed to get off the property or job site immediately, the check shall be delivered to the Union Hall by 12:00 noon on the following business day with a written confidential explanation from the contractor to be provided to the Local Union.
- (c). If an Employee quits, he will not be paid immediately. Unless the Employee directs otherwise, the Employer shall mail the check to the Local Union on or before the end of his current pay period.

The Employer is not liable for late mail delivery, although the employer agrees to mail the employee's check by Friday or the day in which wages are to be paid.

The Employer shall furnish a monthly payroll report covering all pay periods falling in the calendar month to Local Union 20, giving the workman's name, classification, wage rate, straight time hours worked, overtime hours, and gross wages paid to all workers.

Section 6.19. Show-Up Time

When a workman is employed by a contractor and is not notified on the preceding work day that he is not to report for duty on the next work day, or when a workman is notified to report for work and is not put to work, he shall be allowed not less than two (2) hours time for reporting to work. However, no reporting time shall be allowed when weather conditions will not permit the work to be done.

Workmen referred from the Hall and not employed by the Employer shall not receive show up time.

Section 6.20. Termination

When an Employee is terminated for any reason whatsoever, he shall be given the reason for such termination on a form jointly furnished and approved, to be issued by the Employer. A copy of the termination notice shall be promptly furnished to the Business Manager and the Chapter Manager.

Section 6.21. Lay-off

The layoff procedure outlined in Article V, Section 5.21 will be on a job by job basis.

Section 6.22. Requests for Applicants

All requests for applicants shall be made with the location and name of the job site if possible, notwithstanding the needs

of the employer. If the job assignment changes between the time the job was posted and 8:30 a.m. the next day, or if the job assignment is canceled after an employee is dispatched, the contractor will pay 2 hours of pay at the employee's straight time hourly rate.

Section 6.21. Shift Work

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

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 (7 1/2) hours work.

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

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

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.

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

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

Section 6.22. Shift Work Modifications

By mutual consent of the Employer and the Business Manager of the Union, these hours may be altered for a specific job, if job conditions warrant by a maximum of two (2) hours. All work days changed will be for a minimum of five (5) consecutive work days.

Section 6.23. Age Ratio

On all jobs requiring five (5) or more Journeymen at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

Section 6.24. Cable Splicing

Splicing and termination of all lead covered electrostatic shielded cable of 2300 volts or over shall be the work of either qualified cable splicers or workmen having a Certificate of Proficiency issued by the Joint Apprenticeship and Training Committee. When in the contractor's opinion, there is sufficient work of this type to warrant setting up a crew, the Foreman also shall be required to have the same qualifications as the men performing the work. The Journeyman Wireman when cable splicing shall furnish hand tools only. Equipment shall be furnished by the Employer, including lead wiping cloths. The Employer shall furnish all safety equipment necessary for each particular job.

On de-energized conductors of 2300 volts or more, safety ground conductors shall be attached to all conductors which are subject to being energized prior to work being performed.

Section 6.25. Foreman Ratio

- (a). When three (3) journeymen are employed on one job, one shall be appointed as foreman by the Employer.
- (b). A foreman shall not supervise more than ten (10) journeymen.
- (c). A foreman shall be appointed for each additional ten (10) journeymen or fraction thereof
- (d). When there are two (2) foremen on a job, one shall be appointed general foreman.
- (e). A General Foreman may supervise a crew in accordance
 - 1. One (1) Foreman, 9 Journeymen
 - 2. Two (2) Foremen, 8 Journeymen
 - 3. Three (3) Foremen, 7 Journeymen
 - 4. Four (4) Foremen, 6 Journeymen

When the fifth Foreman is set up, the General Foreman shall supervise Foremen only and the General Foreman shall not perform electrical work with the exception of measuring devices used for layout or delivering small tools and materials to the Foreman.

Section 6.26. Foreman Call by Name

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

- (a). The Employee has not quit his previous Employer within the past two weeks.
- (b). The Employer shall notify the Business Manager in writing of the name of the individual who is requested for employment as a Foreman, upon such request the Business Manager shall refer said Foreman provided

the name appears on the highest priority group.

- (c). When an Employee is called as a Foreman, he must remain as a Foreman for the duration of the job or 500 hours whichever is greater or must receive a reduction in force.
- (d). The applicant called must work in the capacity of a foreman and not merely receive Foreman pay.

Section 6.27.

The union will inform the contractor of the individual's name prior to sending him to the shop or job or drug testing facility.

Section 6.28. Direction of Work

On jobs having a Foreman, Workmen are not to take directions or orders, or accept the layout of any job from anyone except their Foreman.

Section 6.29. Material Handling

After material has been placed at a designated spot at the job site, all other handling materials connected with electrical work must be performed by Workmen under the terms of this agreement.

ARTICLE VII

Tools

Section 7.01. Employee's Tools

The Union shall require all workmen to have and maintain hand tools in good condition and in compliance with OSHA criteria.

Section 7.02. Employee's Tool List

- (a). Journeymen shall be required to furnish the following tools:

- 1 pair Klein side-cutting pliers 7" or larger
- 1 pair 6" long nose pliers
- 1 pair 6" diagonals
- 2 pair Channel-lock or gas pliers
- 1 pair Tin snips
- 1 voltage tester (Wiggins or similar)
- 1 straight claw hammer
- 1 3/4" cold chisel
- 1 set of 4 screw drivers
- 1 set of 3 Phillips screw drivers
- 1 Plumb bob
- 1 center punch
- 1 keyhole saw
- 1 level – torpedo or larger
- 1 adjustable tri-square 10" or 12" blade
- 1 6' wooden rule or 25' tape measure
- 1 6/32 tap and drill for same**
- 1 1/4" tap and drill for same**
- 1 drill for 6/32 bolt**
- 1 drill for 8/32 bolt**

- 1 drill for 10/24**
- 1 drill for 1/4 bolt**
- 1 tap wrench
- 1 adj. hacksaw frame
- 1 10" half round file
- 1 50' or 100' steel tape
- 1 chalk line
- 1 8" or 10" crescent wrench
- 1 complete set Allen-head wrenches 5/8" inclusive
- 1 flashlight
- 1 awl
- 1 pocketknife
- 1 pencil
- 1 copy of National Electrical code, latest edition
- 1 tool pouch and/or hand tray

**To be replaced by contractor when broken

- (b). Journeymen may furnish other similar, inexpensive tools (excluding power tools) but shall not be required to do so.
- (c). A journeyman may carry or store in his tool box small tools furnished by and belonging to his Employer. Such tools must be the property of the Employer, to be returned to him upon request or termination of the employee but are not to be replaced by the employee if broken or lost on the job. Workmen shall not be allowed to store tools or equipment at their home unless in a company provided vehicle.

Section 7.03. Contractor Furnishes

The Employer shall furnish hard hats and all other necessary tools or equipment.

Section 7.04. Workmen's Responsibility

Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnished the necessary lockers, tool boxes or other safe places for storage.

Workers failing to secure Employer's tools in lockers, tool boxes or other safe storage places may be subject to termination.

Section 7.05. Suitable or Safe Place to Store Tools

The Employer shall also provide reasonable safe storage for personal tools of workmen.

Section 7.06. Powder Tools

There shall be no restriction on the use of tools or machinery to simplify work as decided by the Employer, with the exception of powder activated tools.

All tools and equipment are to be operated by workmen employed under the terms of this Agreement.

The use of powder activated tools is restricted and regulated as follows:

- (a). Only tools approved by the Labor-Management Committee may be used.
- (b). This tool may be used only by workmen who have been instructed in the use of such tool and qualify as operators having full knowledge of materials on which such tool may be used with safety to operator and other workmen in vicinity.
- (c). The Employer assumes full responsibility for the mechanical security of work performed with the use of this tool.

- (d). Any other rules or regulations necessary to safe use of this tool as decided by the Labor Management Committee shall apply.

Section 7.07.

No workman shall use his personal automobile, motorcycle, or other vehicle in a manner considered to be unfair to other workmen.

ARTICLE VIII

National Labor – Management Cooperation Committee

Section 8.01.

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

- (1) to improve communication between representatives of Labor and Management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical

- construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
 - (6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
 - (7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
 - (8) to enhance the involvement of workers in making decisions that affect their working lives; and
 - (9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 8.02.

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

Section 8.03.

Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and maimer 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 North Texas Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees

ARTICLE IX

General Rules

Section 9.01. Workmanship Manner

Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable codes.

Section 9.02. Improper Workmanship

A Journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during the regular working hours, unless errors were made by order of Employer or the Employer's representative.

Section 9.03. 440 Volts

On all energized circuits or equipment carrying 440 volts or over, or on any energized circuits rated at one thousand (1000) amperes or larger, as a safety measure, two (2) or more Journeymen shall work together. They shall be supplied with proper tools and safety equipment for such work by the Contractor.

Section 9.04. Travel Time

The Employer shall pay for travel time and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of Local Union 20. When Workmen are directed to report to the job, they shall be at the job reporting location or lockbox as specified by the Contractor at starting time and shall remain on the job until quitting time with the exception of lunch and dinner breaks. It is understood that the first day of employment is excluded.

Section 9.05. Travel Expenses

On jobs outside the jurisdiction of Local Union 20, the Employer shall furnish transportation, room, and meals if required to stay overnight, and all other necessary expenses incidental to the job at the minimum per diem amount equal to the IRS allowance for travel pay. The employee shall provide receipts to the employer within one week.

Section 9.06. Transportation

All transportation shall afford proper protection against inclement weather conditions.

Section 9.07. Serviceman – Company Truck

Nothing in this Agreement shall be construed to prohibit the serviceman from taking the service truck home when requested by the Employer.

Section 9.08. Unable to Report for Work

An employee who is unable to report for work shall immediately notify his employer that he will not be available each day. Each Employee shall be furnished a phone number to call upon being hired by the Employer in case of absence. The Employer has the right to discipline an employee for excessive absenteeism.

Section 9.09. Honoring Pickets

The Union agrees not to honor any jurisdictional pickets by other building crafts until all procedures outlined for settlement by the Craft Board's decisions have been followed or the contractors awarding such work assignments refuses to abide by the decision rendered by the Craft Board.

Section 9.10.

Any item falling into a category outside the Collective Bargaining Agreement shall be fully discussed between the Business Manager and the Chapter Manager.

ARTICLE X

Local Labor- Management Cooperation Committee (Quality United Electrical Service Team)

Section 10.01.

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

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

- (7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (8) to enhance the involvement of workers in making decisions that affect their working lives; and
- (9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 10.02.

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

Section 10.03.

Each Employer shall contribute ten cents (\$. 10) per hour worked under this Agreement. Payment shall be forwarded monthly to the Administrative Maintenance Fund, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The North Texas Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 10.04.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum

equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

Article XI

Saving Clause

Section 11.01. State and Federal Laws

Should any provisions 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.

IN Witness Whereof, the parties have executed this Agreement
this 1st day of June 2002.

NORTH TEXAS
CHAPTER, NECA
DALLAS/FORT WORTH
DIVISION
NATIONAL ELECTRICAL
CONTRACTORS
ASSOCIATION, INC.

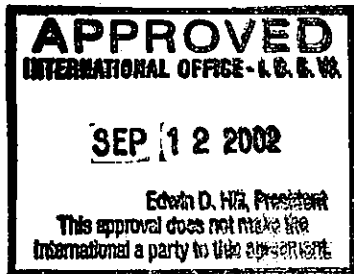
LOCAL UNION NO. 20
INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS



David Manderson
Executive Manager
North Texas Chapter, NECA



Jerry D. Ashford, Jr.
Business Manager
IBEW Local Union No. 20



SUBSTANCE ABUSE PROGRAM

The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in this policy.

The IBEW Local Union No. 20, the North Texas Chapter, NECA and all Employers signatory to a letter of assent to the Inside Agreement, hereinafter referred to as the Company, are firmly committed to eliminating problems associated with employee alcohol and drug abuse. The Company referred to in this policy shall be defined to include corporations, partnerships, and sole proprietorship.

1. The policy applies to all employees of the Company including management, sales, clerical, etc.
2. The Company may institute pre-hire drug and alcohol tests so long as all applicants for employment including management, sales, clerical, etc. are treated equally.
3. Existing employees of the Company may be tested or re-tested one time each calendar year to reaffirm drug/alcohol free status. If the Company chooses to test existing employees, all employees including management, sales, clerical, etc. must be tested.
4. The Company may require drug/alcohol testing for job related accidents, requiring medical attention provided

- that the testing will be done in a consistent manner.
5. The Company agrees there will be no random drug/alcohol testing.
 6. Drug testing shall be done under the following guidelines:
 - A. All drug testing shall come under the control and supervision of a physician with employee confidentiality protected in accordance with the "American Medical Association's Code of Ethical Conduct for Physicians Providing Occupational Medical Services" (adopted by the Board of Directors of AOMA July 23, 1976) and AOMA "Drug Screening in the Workplace Ethical Guidelines" (adopted July 26, 1986) and the Medical Review Officer Manual, as developed by the National Institute on Drug Abuse.
 - B. All urine drug testing shall be performed only by laboratories listed by the U.S. Department of Health and Human Services in its most current List of Laboratories which Meet Minimum Standards to Engage in Urine Drug Testing for Federal Agencies, as set forth in the Federal Register.
 - C. The drug testing standards shall be:

Initial Test: The initial test shall use an immunoassay which meets the requirement of the Food and Drug Administration for commercial distribution.

The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for the five drugs or classes of drugs to be tested.

| | |
|----------------------------|-------|
| Initial test Level (ng/ml) | |
| Marijuana metabolites | 50 |
| Cocaine metabolites** | 300 |
| Opiate metabolites* | 2,000 |

| | |
|---------------|-------|
| Phencyclidine | 25 |
| Amphetamines | 1,000 |

25 ng/ml if immunoassay specific for free morphine

Confirmatory Test: All specimens identified as positive on the initial test shall be confirmed by using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed in this paragraph for each drug. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory record as greater than highest standard curve value”

Confirmatory test level (ng/ml)

| | |
|-----------------------|-----|
| Marijuana metabolite* | 50 |
| Cocaine metabolite** | 150 |

Opiate:

| | |
|---------------|------|
| Morphine | 2000 |
| Codeine | 2000 |
| Phencyclidine | 25 |

Amphetamines:

| | |
|-----------------|-----|
| Amphetamine | 500 |
| Methamphetamine | 500 |

* Delta- 9-tetrahydrocannabinol- 9-carboxylic acid

** Bennoylecgonine

D. All drug testing shall, as a minimum, be conducted in accordance with the US. Department of Health and Human Services' 'Mandatory Guidelines for

Federal Workplace Drug Testing Programs” as set forth in the Federal Register.

In addition to the “Guidelines,” urine samples shall be separated into two containers at the time of donation of sample. One portion of the original urine sample shall be kept secure and chemically stable and made available for verification of laboratory test results.

- E. An employee testing positive shall have the right to have the secured portion of his/her urine sample independently re-tested or the employee may request the remainder of his/her original sample be tested from an HHS certified laboratory of his/her choice at his/her expense. A request for retest must be made within 24 hours of results of first test. If the independent retest is “negative” the employee shall be deemed to have passed the drug test with a “negative” report and the employee shall immediately be reimbursed for the cost of such independent test. An individual testing positive shall be responsible for the cost of his testing. A Contractor may deduct the cost of the positive test from an employees check with signed deduction authorization.
 - F. No adverse action nor discipline shall be taken against any employee or applicant for employment without a “positive” result of a drug test.
 - G. A “positive” drug result shall mean test levels on both the initial screening test and the confirmatory test that exceed the levels shown in C above.
7. Alcohol testing shall be done under the following guidelines:
Initial Test: The initial test of breath for alcohol

performed at the collection site shall use a breath measurement device meeting evidential standards.

Alcohol 0.04% BAC

Confirmatory Test: The analysis procedure for confirmatory analysis of blood specimens voluntarily provided by individuals testing positive for alcohol on breath shall be gas chromatography.

Alcohol 0.04% BAC

8. In the case of a "positive" test result, the employee shall be so advised by the testing laboratories Medical Review Officer, on a confidential basis, prior to the reporting of the results to the Company. If the MRO can not contact the Employee, the contractor will be contacted and asked to have the employee contact the MRO. The employee shall have the right to discuss and explain the results, including the right to advise the MRO of any medication prescribed by his/her own physician, which may have affected the results of the test.
9. The Company shall pay the expense of all drug/alcohol testing except as in 6E contained herein.
10. Bargaining Unit employees tested in #3 of this policy shall receive the wage rates in the Collective Bargaining Agreement for all time necessary to take the drug/alcohol test. Bargaining Unit employees who are tested in #2 of this policy shall have the wage rates in the Collective Bargaining Agreement begin when the employee submits himself/herself to the Company and is accepted by the Company for employment.
11. Any discipline or adverse action imposed by the Company as a result of the Company's drug/alcohol testing shall be subject to the grievance and arbitration procedures contained in the Collective Bargaining Agreement. Non-collective bargaining

- personnel shall be subject to internal company discipline procedures.
12. Any employee tested in #3 of this policy shall not be disciplined without a confirmed test as defined in 6G and 7. If an employee utilizes his option for a retest as contained in 6E, no discipline shall take place unless the results of the "retest" concur with those of the "test."
 13. Employees or applicants for employment testing "positive" are encouraged to seek treatment through the Workers Assistance Program or other state approved treatment facilities. Upon successful completion with verification from approved treatment, the disciplined employee may return to the Company if work is available.
 14. Employees who voluntarily come to the Company and discuss drug/alcohol problems and who seek assistance or rehabilitation for drug-alcohol related problems shall be granted amnesty and discipline waived for drug/alcohol issues so long as the affected person continues to participate satisfactorily in the rehabilitation or counseling program. The Company shall take reasonable measures to safeguard the privacy and confidentiality of these employees.
 15. All employees must notify the Company of any criminal conviction for any drug-related offense occurring in the workplace, no later than five (5) days after such conviction.
 16. The Union is not responsible for ascertaining or monitoring the drug/alcohol free status of any employee or applicant for employment.
 17. The Company agrees to hold harmless, and indemnify, the Union from any liability that may be incurred as a result of the drug/alcohol Program,

including any chemical testing of employees or applicants for employment.

18. Nothing in this policy is intended, nor shall it be construed, to authorize any action that is unlawful under state or federal law. Any provision regarding drug/alcohol testing or fitness for duty plans may be superseded by applicable government regulations
19. Project or Owner Substance Abuse Programs will supersede the standards contained herein.

POLICY ON SAFETY

The IBEW and the contractor insist that you work safely. In an effort to assure maximum safety to each individual employee all operations will be conducted in conformity with overall safety practices.

The work should be well planned and supervised to insure safe conditions at all times. Standard safe practice for all construction activities shall be enforced regularly. Foremen shall insist on employees observing every safety rule using the latest available methods of accident prevention.

The most important part of safety is YOU. It is up to YOU to abide by the safety rules – they are made for your protection. You are expected to report any personal injury, however slight, and all dangerous conditions and practices to your Foreman.

SAFE PRACTICES

1. Absolutely no intoxicating beverages or illegal drugs are permitted an any job site or job site parking lot. Any use of intoxicating beverages, illegal drugs or illegal cigarettes on the job site will be cause for immediate termination.
2. Any person reporting to work at the start of the day or after lunch who is suspected of being under the influence of any narcotics, drugs, alcohol or any other mind impairing substance will be denied access to the job site.
3. Wear hard-hats at all times, wear safety glasses, safety shoes, eye protection, face shields, respirator and other protective equipment whenever the job calls for them and as directed by your Foreman.
4. Wear clothes suited for the job -no dangling Or loose clothing around moving machinery.
5. Listen to your Foreman's instructions, If you do not understand how to do the job safely, ask before starting work.
6. Report all injuries to your Foreman or first aid attendant immediately for treatment, and/or insurance documentation.
7. Learn to lift the right way. Set your body in a comfortable position. Lift straight – don't twist. Get help for heavy loads.
8. When working with another man, let him know before you drop a load or do anything that might injure him.
9. Warn men working above or below you.

10. Keep material out of walkways. Bend down or remove protruding nails.
11. Make sure ladders are in good condition and firmly placed. Have both hands free when going up or down ladders.
12. Any damage to scaffolds, false floor or other supporting structures must be repaired or reported promptly to your Foreman.
13. No scuffling or "horse play" on the job.
14. Do not ride or get under loads that are being carried by cranes.
15. Do not run – watch your step – keep firm footing and proper balance at all times.
16. Never use compressed air for dusting off clothes.
17. Keep oxygen and gas cylinders in upright positions and secured. Caps are to be kept on tanks not in use. Keep oxygen and acetylene 20' apart while stored.
18. Practice good housekeeping. Keep work areas clean and free from stumbling hazards, grease, etc.
19. Use safety goggles when grinding, using cutting torch, welding, sanding, using chisels, clipping slag, breaking rock, handling chemicals, shooting studs, etc.
20. Never use gasoline or explosive liquid for cleaning purposes.
21. Keep guards and protective devices in place at all times. When guards are removed for repairs, replace in proper order before starting up.
22. When necessary to shut down plant equipment for repairs and maintenance, pull out and tag main electric switch. Be sure all is clear and safe before starting up again.

23. Do not enter tank, bin, silo or other confined space without life belt and attended life line or any other confined space safety procedures.

PHONE NUMBERS

DALLAS

| | |
|--------------------------------|-------------------|
| LOCAL UNION OFFICE | (214) 369-3666 |
| TOLL FREE | 1-877-423-9937 |
| APPRENTICESHIP SCHOOL | (214) 821-0720 |
| CREDIT UNION | (214) 363-9223 |
| NIGHT LINE AFTER 4:30 PM | (214) 369-3668 |
| | OR 1-877-247-4777 |
| CITY ELECTRICAL LICENSE | (214) 948-4173 |

FORT WORTH

| | |
|--------------------------------|----------------|
| UNION OFFICE | (817) 332-8314 |
| TOLL FREE | 1-877-684-1688 |
| APPRENTICESHIP SCHOOL | (817) 625-5197 |
| CREDIT UNION | (817) 335-3658 |
| NIGHT LINE AFTER 4:30 PM | (817) 332-8315 |
| CITY ELECTRICAL LICENSE | (817) 871-8131 |

ABILENE

| | |
|-------------------------------|----------------|
| LOCAL UNION OFFICE | (915) 677-9584 |
| TOLL FREE | 1-888-677-9584 |
| CREDIT UNION | (915) 673-5222 |
| APPRENTICESHIP SCHOOL | (915) 677-9584 |
| CITY ELECTRICAL LICENSE | (915) 676-6273 |

| | |
|-------------------------------|-------------------------|
| ANNUITY OFFICE | (972) 943-9559 |
| | 1-800-535-1624 |
| HEALTH & WELFARE | (972) 980-1123 |
| | Texas 1-800-442-3815 |
| | National 1-800-527-0320 |
| NORTH TEXAS CHAPTER NECA..... | (817) 633-3332 |