

INSIDE AGREEMENT

Between

West Texas Chapter National Electrical Contractors
Association

And

International Brotherhood of Electrical Workers

Local Union Number 602

For

Amarillo DIVISION

September 1, 2019

THROUGH

August 31, 2022

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INSIDE CONSTRUCTION FIRST CLAUSE

Agreement by and between the West Texas Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 602, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term Chapter shall mean the West Texas Chapter of NECA and the term "Union" shall mean Local Union No. 602, IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

It is agreed that in order to properly administer the Industry Fund and the National Electrical Benefit Fund, that copies of all "Letter of Assent" will be forwarded when requested to the Trustee(s) of the Funds.

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 by adjusting any differences by rational common sense methods. Now, therefore, in consideration of the mutual promises and agreement herein contained, the parties hereto agree as follows:

ARTICLE I---CIR

Effective Date--Changes--Grievances--Dispute

Section 1.01: This Agreement shall take effect September 1, 2019, and shall remain in effect until August 31, 2022, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1st through August 31st of each year, unless changed or terminated in the way later provided herein.

Section 1.02(a): Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

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

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

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

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

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

Section 1.03: 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.

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

Employer Rights--Union Rights

SECTION 2.01: Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a place of business and having adequate financial status to meet payroll requirements.

Section 2.02: 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 2.03: The Employer shall have State and Federal Unemployment Insurance and must carry Workers Compensation Insurance with a solvent company authorized to do business in this State for all employees covered by this Agreement. The Employer shall furnish the Local Union Business Manager a copy of its Workers Compensation Certificate.

SECTION 2.04: (a) All Employers subject to the terms of this Agreement shall carry a Surety Bond as evidence of financial responsibility and to ensure proper payment to NEBF, Health & Welfare Fund, Annuity Fund, Apprentice Training Fund, Vacation Fund, and delinquent wages to employees. This bond will be made to the "Trustees" of the various funds and the affected employees and held firmly by Local Union No. 602, IBEW.

(b) The amount of bond shall be based on the number of employees covered by this Agreement as follows:

For 5 employees or less	\$10,000
For 6-10 employees.....	\$20,000
For 11-40 employees.....	\$40,000
For over 40 employees.....	\$80,000

The bond shall be made to the respective funds under the terms of this Agreement.

(c) 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 to the Union 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 proper notification to the Union.

(d) 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 the 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 cancellation.

(e) No workmen 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 2.05: One (1) member of the Employer's firm shall be permitted to work with the tools during regular working hours provided the employer employs at least one (1) Journeyman Wireman. One (1) member of the firm shall be permitted to use the tools at any time in case of emergency. (The definition of any emergency is as follows: In case of danger which might result in injury, loss of life, or damage to property.)

Section 2.06: 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 2.07: No member of Local Union 602, while remaining a member of such Local and subject to employment by Employers operating under this Agreement, shall become a contractor for the performance of any electrical work.

SECTION 2.08: The Employer recognizes the Union as the exclusive representative of all employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rate of pay, wages, hours of employment, and other conditions of employment.

Section 2.09: 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 2.10: The Union reserves the right to discipline its members for violation of its laws, rules, and agreements. However, no disciplinary action may be instituted by the Union against the General Foreman or Foreman for discharge or layoff of workmen when they have supervisory authority and responsibility for making job employment decisions. Should such a layoff or discharge of workmen be regarded as a grievance or dispute, it shall be processed against the individual employer in the manner described in this Article.

SECTION 2.11: Request for a grievance meeting must be made within thirty (30) days of the time the charging party became aware of the alleged act or acts.

SECTION 2.12: The Business Manager of Local Union No. 602 and/or his authorized representative shall be permitted to examine the payroll records of an electrical contractor when such action is deemed necessary. The Business Manager or assistant shall be permitted to visit any shop or job site at any time but shall not interfere with the progress of the work.

SECTION 2.13: (a) The Employer recognizes the right of the union to appoint a Steward at each shop or job site where workmen are employed under the terms and conditions of this Agreement. Under no circumstances shall a Steward be discriminated against by any Employer because of the faithful performance of duties as a Steward.

(b) Each individual Employer shall furnish the Steward of the Union with a copy of its weekly payroll, showing the name of each workman, the number of hours worked per straight time, time and one-half, and double time, the total amount of wages earned, car expenses, and hotel expenses incurred.

(c) It shall be the responsibility of the Business Manager of Local Union No. 602 or authorized representative to notify the Employer the name of the individual appointed as job/shop steward. Anytime confrontation between the Steward and the Employer, of discharge or layoff of said Steward, there shall be a joint conference between the Employer, Business Manager, and the involved Steward to resolve the matter.

(d) The job Steward, or acting Steward, in the event of possible labor or jurisdiction problems, shall notify the Foreman or Journeyman-in-charge of the job. They shall discuss these problems in an objective manner in order to settle grievances on the job site. If they are unable to reach a suitable decision, the Steward shall then let the foreman know he is going to take the next step in the grievance procedure by contacting the Union Business

Manager's Office for assistance. If a dispute arises, the Business Manager's office shall notify the Employer's office.

Section 2.14: On all jobs requiring five or more Journeymen, at least every fifth Journeyman, if available, shall be 50 years of age or older.

Section 2.15: 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 his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the 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 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

SECTION 2.16: The Employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive collective bargaining agent for all employees performing electrical work within the jurisdiction of the Union on all present and future job sites, if and when a majority of the Employer's employees authorizes the Union to represent them in collective bargaining.

ARTICLE III Hours--Wages--Working Conditions

SECTION 3.01:

(a) The first eight consecutive hours worked Monday through Friday, or the first 10 hours of a four 10-consecutive hour days worked non-consecutive Monday through Friday, between the hours of 6:00 a.m. and 6:00 p.m., with one-half hour for lunch period shall constitute the normal work week.

1. The employer, with 24-hour prior notice, may institute a workweek consisting of four 10-consecutive hour days.
2. All overtime worked Monday through Saturday shall be paid at the rate of one and one-half times the straight time hourly rate, provided the employee has worked all straight time hours made available by the employer during the normal work week.

Straight time hours missed due to lack of availability shall count as hours worked for the purpose of qualifying for overtime pay.

3. If the employee misses any available straight time hours during the normal work week, but works more than 10 hours in a day, those hours worked in excess of 10 will be paid at one and one-half the straight time rate.
- (b) "Work-night" hours worked consecutively, Monday through Friday 6:00 p.m. to 6:00 a.m., with one-half hour for lunch period, shall be paid at ten percent (10%) above the straight time hourly rate.
1. Any hours worked exceeding eight (8) or ten (10) consecutive hours within this provision shall be paid at one and one-half times the straight time hourly rate, provided the employee has worked all the straight time hours made available by the employer during the normal work week.
 2. Consecutive work hours may be scheduled within both the normal day and night provisions as stated with hours being paid at the respective rates.
- (c) Saturday may be used as a make-up day for normal work-day hours lost due to inclement weather only and may be paid at straight time rate. If Saturday is used as a make-up day, a minimum of eight (8) hours shall be scheduled and hours worked exceeding that project's normal work-day hours lost, shall be paid at one and one-half times the straight time rate.

SECTION 3.02: Work performed on Sundays and all Holidays or days designated as such shall be paid for at two (2) times the regular rate of pay. Holidays are declared to be New Year's Day, Fourth of July, Labor Day, Memorial Day, Thanksgiving Day, and Christmas Day. In the event any holiday falls on Sunday, Monday will be observed as such. There shall be no work performed on Labor Day except in case of emergency and then only with the permission of the Business Manager of the Local Union.

SECTION 3.03: When workmen are required to work as much as eight (8) consecutive hours past the noon lunch period, the Employer shall provide a lunch no later than six (6) hours after the noon lunch period.

SECTION 3.04: If workmen wish to drink coffee on Employer's time, the workmen shall carry their coffee to the job with them.

SECTION 3.05: Effective September 1, 2020, the minimum hourly rate of wages shall be as follows:

Journeyman Wireman	\$27.84	+	\$11.85	=	\$39.69
Foreman (\$.80 above Journeyman rate)	\$28.64	+	\$10.52	=	\$39.16
Foreman (10% above Journeyman rate)	\$30.62	+	\$10.58	=	\$41.20
General Foreman (20% above 10% Foreman)	\$36.75	+	\$12.11	=	\$48.86

<u>JW</u>	<u>Foreman<5</u>	<u>Foreman>5</u>	<u>Gen. Foreman</u>	
Health & Welfare	\$7.60	\$7.60	\$7.60	\$7.60
Annuity	\$3.00	\$3.00	\$3.00	\$3.00
NEBF (3% of gross)	\$0.84	\$0.86	\$0.92	\$1.10
JATC	\$0.40	\$0.40	\$0.40	\$0.40
LMCC	\$0.01	\$0.01	\$0.01	\$0.01
TOTAL PACKAGE:	\$11.84	\$11.86	\$10.57	\$12.10

In addition to the above hourly rates; zone pay/per diem for all classifications will be paid. [See Section 3.06]

APPRENTICE WIREMAN- Six (6) PERIODS

1 ST PERIOD	50%	OF JOURNEYMAN WIREMAN RATE
2 ND PERIOD	53%	OF JOURNEYMAN WIREMAN RATE
3 RD PERIOD	55%	OF JOURNEYMAN WIREMAN RATE
4 TH PERIOD	65%	OF JOURNEYMAN WIREMAN RATE
5 TH PERIOD	75%	OF JOURNEYMAN WIREMAN RATE
6 TH PERIOD	85%	OF JOURNEYMAN WIREMAN RATE

Effective March 1, 2021, the minimum hourly rate of wages shall be as follows:

Journeyman Wireman	\$28.34 + \$11.86 = \$40.20
Foreman (\$.80 above Journeyman rate)	\$29.14 + \$11.86 = \$41.02
Foreman (10% above Journeyman rate)	\$31.17 + \$11.95 = \$43.12
General Foreman (20% above 10% Foreman)	\$37.41 + \$12.13 = \$49.54

	<u>JW</u>	<u>Foreman<5</u>	<u>Foreman>5</u>	<u>Gen. Foreman</u>
Health & Welfare	\$7.60	\$7.60	\$7.60	\$7.60
Annuity	\$3.00	\$3.00	\$3.00	\$3.00
NEBF (3% of gross)	\$0.85	\$0.87	\$0.94	\$1.12
JATC	\$0.40	\$0.40	\$0.40	\$0.40
LMCC	\$0.01	\$0.01	\$0.01	\$0.01
TOTAL PACKAGE:	\$11.85	\$11.87	\$11.94	\$12.12

In addition to the above hourly rates; zone pay/per diem for all classifications will be paid. [See Section 3.06]

Effective March 1, 2021, the Apprentice hourly rate of wages shall be as follows:

APPRENTICE WIREMAN- Six (6) PERIODS

1 ST PERIOD	50%	OF JOURNEYMAN WIREMAN RATE
2 ND PERIOD	53%	OF JOURNEYMAN WIREMAN RATE
3 RD PERIOD	55%	OF JOURNEYMAN WIREMAN RATE
4 TH PERIOD	65%	OF JOURNEYMAN WIREMAN RATE
5 TH PERIOD	75%	OF JOURNEYMAN WIREMAN RATE
6 TH PERIOD	85%	OF JOURNEYMAN WIREMAN RATE

Effective September 1, 2021, the minimum hourly rate of wages shall be as follows:

Journeyman Wireman	\$28.84	+	\$11.88	=	\$40.72
Foreman (\$.80 above Journeyman rate)	\$29.64	+	\$11.90	=	\$41.54
Foreman (10% above Journeyman rate)	\$31.73	+	\$11.96	=	\$43.69
General Foreman (20% above 10% Forman)	\$38.08	+	\$12.15	=	\$50.23

	<u>JW</u>	<u>Foreman<5</u>	<u>Foreman>5</u>	<u>Gen. Foreman</u>
Health & Welfare	\$7.60	\$7.60	\$7.60	\$7.60
Annuity	\$3.00	\$3.00	\$3.00	\$3.00
NEBF (3% of gross)	\$0.87	\$0.89	\$0.95	\$1.14
JATC	\$0.40	\$0.40	\$0.40	\$0.40
LMCC	\$0.01	\$0.01	\$0.01	\$0.01
TOTAL PACKAGE:	\$11.87	\$11.89	\$11.95	\$12.14

Effective September 1, 2021, the Apprentice hourly rate of wages shall be as follows:

APPRENTICE WIREMAN- Six (6) PERIODS

1 ST PERIOD	50%	OF JOURNEYMAN WIREMAN RATE
2 ND PERIOD	53%	OF JOURNEYMAN WIREMAN RATE
3 RD PERIOD	55%	OF JOURNEYMAN WIREMAN RATE
4 TH PERIOD	65%	OF JOURNEYMAN WIREMAN RATE
5 TH PERIOD	75%	OF JOURNEYMAN WIREMAN RATE
6 TH PERIOD	85%	OF JOURNEYMAN WIREMAN RATE

In addition to the above hourly rates; zone pay/per diem for all classifications will be paid. [See Section 3.06]

Effective March 1, 2022, the minimum hourly rate of wages shall be as follows:

Journeyman Wireman	\$29.34	+	\$11.89	=	\$41.23
Foreman (\$.80 above Journeyman rate)	\$30.14	+	\$10.56	=	\$40.70
Foreman (10% above Journeyman rate)	\$32.28	+	\$11.98	=	\$44.26
General Foreman (20% above 10% Foreman)	\$38.74	+	\$12.17	=	\$50.91

	<u>JW</u>	<u>Foreman<5</u>	<u>Foreman>5</u>	<u>Gen. Foreman</u>
Health & Welfare	\$7.60	\$7.60	\$7.60	\$7.60
Annuity	\$3.00	\$3.00	\$3.00	\$3.00
NEBF (3% of gross)	\$0.88	\$0.90	\$0.97	\$1.16
JATC	\$0.40	\$0.40	\$0.40	\$0.40
LMCC	\$0.01	\$0.01	\$0.01	\$0.01
TOTAL PACKAGE:	\$11.88	\$10.55	\$11.97	\$12.16

Effective March 1, 2022, the Apprentice hourly rate of wages shall be as follows:

APPRENTICE WIREMAN- Six (6) PERIODS

1 ST PERIOD	50%	OF JOURNEYMAN WIREMAN RATE
2 ND PERIOD	53%	OF JOURNEYMAN WIREMAN RATE
3 RD PERIOD	55%	OF JOURNEYMAN WIREMAN RATE
4 TH PERIOD	65%	OF JOURNEYMAN WIREMAN RATE
5 TH PERIOD	75%	OF JOURNEYMAN WIREMAN RATE
6 TH PERIOD	85%	OF JOURNEYMAN WIREMAN RATE

In addition to the above hourly rates; zone pay/per diem for all classifications will be paid. [See Section 3.06]

SECTION 3.06: PER DIEM/ZONE PAY FOR ALL CLASSIFICATIONS:

(Note): When the contractor provides adequate covered transportation to and from the job site, Per Diem/Zone Pay does not apply. On zone 4 the employee shall have the option to receive per diem or utilize the contractor's transportation. If the employee's permanent residence is within a radius of 25 miles of the project, Zone Pay/ Per Diem does not apply.

Zone 1 - A radius of twenty five (25) Miles from the **A Free Zone** City Hall in Amarillo, Texas

Zone 2 - That area within a radius of twenty-six (26) to thirty-five (35) miles from the City Hall in Amarillo, Texas **\$20.00 per day**

Zone 3 - That area within a radius of thirty-six (36) to seventy (70) miles from the City Hall in Amarillo, Texas **\$40.00 per day**

Zone 4 – That area within the jurisdiction of Local 602 IBEW which is in the excess of seventy (70) miles from the City Hall in Amarillo, Texas **\$65.00 per day**

SECTION 3.07: Wages shall be paid weekly, not later than Friday, and no more than three (3) days may be withheld at any time. (Friday shall be regular payday.) Upon seven (7) hours notification of termination by the employer, the employee shall receive a final pay check at the office where paychecks are written.

SECTION 3.08: No workman shall return to work on Monday following a regular payday unless wages have been paid for the previous week. Nor shall any workman report for work to an employer who is delinquent in its payments and reports as required by Article VI, Fringe Benefits.

SECTION 3.09: Workmen, when ordered to report to the shop shall report in time to leave by the regular start time. Employees reporting to a shop or job shall not load any tools or materials before or after regular working hours. When ordered to report to the job, workmen shall be on the job anywhere within jurisdiction of the Local Union ready to go to work at the regular start time.

It is agreed that when workmen have been previously assigned work for the following day, and that the workmen are using employer's transportation for their convenience, they shall leave the shop with ample time to arrive on the job by the regular start time.

SECTION 3.10: Any employee being terminated shall be given a termination slip not less than one (1) hour in order to gather personal tools and personal belongings and shall be paid in full by regular quitting time. In the event the employee is not paid in full, waiting time, at the regular rate of pay, shall be charged for eight (8) hours a day until payment is made.

When an employee is terminated at the direction of and/or by the action of an owner or management personnel other than the employee's immediate supervisor, the immediate supervisor will be informed of such action preferably prior to termination and should also be the supervisor delivering the notification of termination and the reason therefore if the immediate supervisor is on the job site.

SECTION 3.11: 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 By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

(a) Upon authorization each employee's monthly dues shall be deducted from their first paycheck of the month, for local 602 members only and forwarded to the IBEW Local 602

SECTION 3.12: The Employer shall pay for traveling time from shop to job, job to job, and job to shop, within the jurisdiction of the Union. The Employer shall furnish adequate covered transportation in bad weather.

SECTION 3.13: When workmen have to drive twenty (20) miles or more to jobs and weather conditions have developed so that it is not practical to work, and provided no notice has been given to the job Steward beforehand, two (2) hours show-up time will be allowed.

Section 3.14: 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 AM and 4:30 PM. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours worked.

The second shift (swing shift) shall be worked between the hours of 4:30 PM and 12:30 AM. 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 rate shall be the maximum compensation for any hour worked.

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

SECTION 3.15: (a) On all jobs where there are three (3) journeymen employed, one (1) shall be designated as foreman and shall receive foreman's rate of pay.

(b) After the fifth (5th) journeyman, the foreman becomes a ten percent (10%) foreman.

(c) A foreman shall not supervise more than ten (10) journeymen.

(d) When there are two (2) foremen on the job, one (1) shall be appointed general foreman when both have full crews of ten (10) journeymen.

(e) After the third (3rd) foreman is employed, the General Foreman shall relinquish direct control of any crew. No General Foreman shall supervise more than three (3) crews of thirty (30) journeymen.

(f) After the first full crew on a job, thereafter, a Foreman shall be employed for every ten (10) journeymen placed on a job. No foreman shall supervise more than ten (10) journeymen.

(g) The foreman shall keep the time of his crew to eliminate clock-in and clock-out or brass-in and brass-out lines.

SECTION 3.16: No workman shall loan, lease, or rent any vehicle, tool, or equipment to an employer while an employee of said employer. This ruling does not mean that Journeymen shall not haul his own personal tools.

SECTION 3.17: The Employer shall furnish all necessary tools for conduit work, such as: vices, hickies, stocks and dies, fish tapes, wrenches larger than 14", hacksaw blades, etc.

An Employer shall also furnish all special tools including: handsaws, wood bits larger than 1-1/8", taps, star drills, hole saws, knock out punches, electric driven tools and bits

for same, and safe sturdy scaffolds and ladders. Ladders ten (10) foot or taller are to be equipped with non-skid safety devices on feet. All ladders used on slick floors, regardless of length, are to be equipped with non-skid safety devices on feet, and safety equipment shall be furnished by the Employer as prescribed by the National Safety Council.

Workmen shall not furnish any of the above. All tools shall be operated by workmen covered under this Agreement.

SECTION 3.18: When an Employer maintains a warehouse on the job, a Journeyman Wireman or workman covered under this Agreement shall be employed for the handling and transportation of materials and tools.

SECTION 3.19: Workmen shall store the Employer's tools and equipment provided the Employer furnishes a toolbox or other place for storing of such tools and equipment. The Employer shall provide a safe, dry place for the storage of the employee's tools. All change houses or construction shacks shall be designed with doors at each end in all hazardous areas.

SECTION 3.20: Each Journeyman Wireman shall provide a kit of tools consisting of the following:

Three (3)	Screwdrivers (6" , 8" & 12")
Two (2) pair	Channel locks
One (1) 16-25'	Measuring Tape
One (1)	Torpedo level
One (1) pair	Long nosed pliers
One (1) pair	8' sidecutters
One (1) pair	Diagonal cutters
One (1) pair	Wire strippers
One (1)	Knife
One (1)	Hacksaw Frame
One (1)	Keyhole saw
One (1)	Ten Inch (1 – 10") crescent
One	Hammer
One	Pencil
One set	Twelve Inch Chain Tongs
One	Tool Pouch and Belt
One	Wiggins Voltage Tester or Equivalent
One	Toolbox or Bag
One	Multitap (contractor will provide taps)
One	Flashlight (contractor will provide batteries)

One (1) set	Allen wrenches (up through ½")
One (1) set	Nut drivers (1/4" through ½")
One (1) set	Combination wrenches (3/8" through ¾")
One (1)	Combination Square (12" tri-square)
One (1) pair	Tin Snips
One (1) pair	Stak-on Pliers

SECTION 3.21: Workmen shall not be subjected to work in any part of a building where floor joists have not been safely covered.

SECTION 3.22: Workmen shall install all electrical work in accordance with the municipal and national code requirements, and in a safe and workmanlike manner.

SECTION 3.23: Journeymen shall be required to make corrections on improper workmanship for which they are responsible on their own time during regular working hours unless errors were made by orders of the Employer or the Employer's representative.

SECTION 3.24: All construction work on towers and open steel structures fifty feet (50') to ninety feet (90') above ground elevations or any work performed which is fifty feet (50') to ninety feet (90') feet above a floor or ground elevation of any structure shall be paid for at the rate of one and one-half times (1-1/2) the prevailing wage scale. Above ninety feet (90') shall be paid for at two (2) times the prevailing wage scale. No employee's job will be placed in jeopardy for refusing to work high. Where safety stationary scaffolding or protected landings are provided, the high-time rate shall not apply. Scaffolding that meets OSHA requirements will be considered safe. High-time rate shall be paid on all slip form jobs for heights specified above.

SECTION 3.25: When Journeymen are required to perform work outside the jurisdiction of the Union where higher rates of wages prevail, they shall be paid the higher wage.

SECTION 3.26: The installation, maintenance, connection, shifting or repairing of all temporary lighting, heat, and power and maintenance of pumps, fans, blowers, welding machines, and other electrical equipment in new buildings in the course of construction and old buildings undergoing alterations shall be performed by workmen employed under the terms of this Agreement, provided however, that these are included as a part of the work to be performed by the Employer.

ARTICLE IV STANDARD INSIDE REFERRAL

Section 4.01: In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the

legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02: The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03: The Employer shall have the right to reject any applicant for employment.

Section 4.04: The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05: The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN

GROUP I

All applicants for employment who have (4) four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

GROUP II

All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination

given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III

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

GROUP IV

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

Section 4.06: 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 4.07: 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 4.08: "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: ARMSTRONG, BRISCOE, CARSON, CASTRO, COLLINGSWORTH, DALLAM, DEAF SMITH, DONLEY, GRAY, HANSFORD, HARTLEY, HEMPHILL, HUTCHINSON, LIPSCOMB, MOORE, OCHILTREE, OLDHAM, PARMER, POTTER, RANDALL, ROBERTS, SHERMAN, SWISHER, AND WHEELER Counties, in the State of Texas; BEAVER, CIMARRON AND TEXAS Counties in 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 area under the Davis-Bacon Act to which the Agreement applies.

Section 4.09: "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.10: An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted

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

Section 4.11: The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 4.12: An applicant who has registered on the "Out of Work List" must renew his application every 30 days or his name will be removed from the List.

Section 4.13: An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.14(a): 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.

REPEATED DISCHARGE:

Section 4.14(b): An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three* business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list

Section 4.15: 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 4.16: An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.17: It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.18: 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 4.19: A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20: Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 4.21: 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 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). Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15(a) is required.

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

ARTICLE V APPRENTICESHIP & TRAINING

Section 5.01: There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be

appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

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

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

Section 5.02: All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a (4) Four 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 5.03: Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04: There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

Section 5.05: The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06: 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 5.07: All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

Section 5.08: The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09: Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10: To accommodate short-term needs when apprentices are unavailable, the JATC shall assign un-indentured workers who meet the basic qualification for apprenticeship. Un-indentured workers shall not remain employed if apprentices become available for OJT assignment. Un-indentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

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

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

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

Section 5.11: The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and un-indentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12: Each job site shall be allowed a ratio of 3 apprentice(s) for every 1 Journeyman Wiremen(man) .

Number of Journeymen	Maximum Number of Apprentices/Un-indentured
1 to 3	2
4 to 6	4
etc.	etc.

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

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

Section 5.13: 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 5.14: 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 5.15: The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

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

Section 5.16: 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: forty cents (\$0.40) per 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 VI FRINGE BENEFITS

NEBF:

Section 6.01: It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

Any ~~other~~ increases or decrease during the term of the Agreement will be split 50/50 by the employees and the employers.

SECTION 6.02: HEALTH & WELFARE:

(a). The Employer agrees to comply with the provisions of the Declaration of Trust of the Health & Welfare Plan entered into by the Union and Employers. In accordance therewith the Employer agrees to forward monthly to the Health and Welfare Board of Trustees, or its designated agent, no later than fifteen (15) calendar days following the end of each calendar month, an amount equal to five dollars (\$5.70) per hour for each hour worked by each employee employed under the terms of this Agreement, together with the Health & Welfare reports as may be required.

~~(b). If at any time the Local Union decides to change Health & Welfare companies, and it has a less expensive rate, the difference will be added to the base rate.~~

- (b) Any ~~other~~ increases or decrease during the term of the Agreement will be split 50/50 by employees and the employers.

SECTION 6.03: ANNUITY:

(a). Effective **September 1, 2019**, an annuity plan of One Dollar and Forty Cents (\$3.00) per hour for all employees will be paid by the Employer in accordance with the Declaration of Trust of the IBEW 7th District Retirement Benefit Trust Fund, entered into and between the Union and the Employer.

(b). The Employer agrees to forward the above stipulated amounts together with the monthly reports no later than fifteen (15) calendar days following the end of each calendar month.

SECTION 6.04: PAID TIME OFF/SICK LEAVE

- (a) Effective September 1, 2019, Employers will pay PTO/Sick Leave for all employees covered by this Agreement at the individual employee's current rate of pay as follows:
- Accrual for each 30 hours worked – 1 hour
 - Maximum accrual – 56 hours
 - Accrued hours may be carried over to the next year up to a maximum of 56 hours
- (b) Conditions that apply to PTO/Sick Leave are attached to this agreement as a Statement of Policy.
- (c) The parties to this Agreement hereby expressly waive, on behalf of all covered employees, any paid leave requirements that are subject to waiver, that have been imposed, or may be imposed, by any political jurisdiction or agency exercising such authority.

PTO/SICK LEAVE

STATEMENT OF POLICY:

THIS POLICY is hereby created and entered into on September 1, 2019 and shall remain in effect until August 31, 2022, unless specifically provided for herein. It shall continue in effect from year to year thereafter from September 1 through August 31 of each year, unless changed or

terminated as provided for the Inside Electrical Construction Agreement and/or Outside Electrical Construction Agreement, as applicable.

IBEW, Local Union 602, Amarillo and the West Texas Chapter, NECA, Amarillo Division, agree to the following terms and conditions regarding PTO/Sick Leave as established in Article VI, Section 6.04:

- (1) Pre-approval is required for all reasons except sickness and emergencies. For sickness and emergencies, the employee shall give notice as soon as practical. Factors to be considered include the requested length of the absence and the disruption of work.
- (2) Pre-approval is obtained from the employee's job location (foreman or superintendent)
- (3) Pre-approval should be obtained at least 3 days in advance of use, if possible.
- (4) Pre-approval may be oral or written and any Employer denial will be in writing.
- (5) When used for sick time pay, absences in excess of 3 days require written documentation of health condition and needs, and a written release to return to work from a doctor.
- (6) The minimum time that may be used is in 1 – hour increments.
- (7) The maximum daily time that may be taken is the number of hours the employee is scheduled for the day not worked.
- (8) Reimbursement is at the employee's straight time rate only. Local fringe benefit contributions are not to be paid on PTO/Sick Leave.
- (9) PTO/Sick Leave time cannot be used before it is earned.
- (10) PTO/Sick Leave time cannot be used to create overtime pay on any day.

(11) The program time begins on September 1 of each year.

(12) Time sheets shall be clearly documented for PTO/Sick Leave. Pay Checks will indicate PTO/Sick Leave hours available.

ARTICLE VII NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

Section 7.01: Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

- 1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man hours.
- 2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE VIII Safety

SECTION 8.01: The Safety Program of the International Brotherhood of Electrical Workers will call for a reporting system of all "ON THE JOB" accidents.

SECTION 8.02: All Employers shall forward to the Local Business Manager within fifty-eight (58) hours of any accident, a legible copy of the Employer's First Report of Injury.

In the event of a fatal injury, the Employer shall immediately inform the Local Business Manager by telephone all available information.

SECTION 8.03: All serious accidents shall be investigated by the Local Business Manager, or such person as may be designated.

A factual narrative report shall be made by the person conducting the accident investigation and forward it through the designated channels to the Director of Safety. Information as to estimated loss of time and as to the actual date that the injured member returned to work shall also be considered as a part of each accident report.

SECTION 8.04: Each employee shall comply with the Safety Standards and all rules, regulations, and orders which are applicable under the Occupational Safety and Health Act.

SECTION 8.05: In order to comply with OSHA requirements and to assure the availability of workmen with First Aid Training on the job and the prompt rendering of first aid to fellow workmen in the event of accident or injury, the Union agrees to encourage all workmen to take a first aid course. The Employers agree to pay the cost of materials charged by the Red Cross for this course. The Union agrees to schedule this training and to exert all possible efforts to secure compliance. All First Aid Training shall not be less than eight (8) hours in duration and shall be equal to the First Aid Course offered by the Red Cross. The Union further agrees to encourage refresher First Aid Training as appropriate to ensure a currency of all workmen in first aid techniques.

SECTION 8.06: The Employers agree to pay the costs of materials for Cardio-Pulmonary Resuscitation (CPR) training. The Union agrees to schedule CPR training at frequent intervals and to encourage all workmen to become CPR qualified.

ARTICLE IX SEPARABILITY CLAUSE

SECTION 9.01: 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 9.02: This agreement sets forth the entire contract between the Employer and the Union and supersedes any previous understandings and Agreements between them and amendments thereto.

ARTICLE X NON-DISCRIMINATION

SECTION 10.01: The Chapter and the Union agree there shall be no discrimination because of race, color, creed, age, sex, national origin, handicap or status as a disabled veteran or veteran of any American War.

ARTICLE XI NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 11.01: The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

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

accomplishment of these purposes and goals.

Section 11.02: 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 11.03: Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. West Texas Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 11.04: If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XII Code of Excellence

Section 12.01: The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW local Union and NECA Chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XIII Administration and Receiving Fund

Effective June 1, 2001, the Employer shall contribute one percent (1%) of gross labor payroll of each employee covered by this agreement to the Administration and Receiving Fund. The receiving agent shall perform those functions necessary to receive and disburse contributions and deductions required by this agreement and to

perform other lawful duties. The designated receiving agent shall be the West Texas Chapter-NECA. The parties agree: 1) that the Fund is to be administered solely by the Employers; 2) that the Fund may not be used in any manner detrimental to the Local Union or the IBEW; and 3) that the enforcement for delinquent payments to the fund shall be the sole responsibility of the Fund or the Employers and not the Local Union

WEST TEXAS CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION

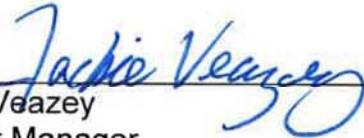
LOCAL UNION # 602
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS



Pat Mills
Division Chairman



Kevin Floyd
President



Jackie Veazey
Chapter Manager



Robert Melton
Business Manager

Subject to the approval of the

International President of the
International Brotherhood of Electrical Workers

and the

National Office of the
National Electrical Contractors Association

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

November 13, 2019

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement

MEMORANDUM OF UNDERSTANDING
Amarillo DIVISION

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 and impairment should contain a strong rehabilitation component. The local 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. However, the Union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

The IBEW Local Union 602 and West Texas Chapter, NECA, and all Employers signatory to a letter of assent to the Inside Agreement and/or Outside 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 proprietorships.

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. The refusal by any employee or prospective employee to submit to drug screening under the scope of this policy shall be subject to refusal to hire or to termination.
3. Existing employees of the Company may be tested or retested 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, provided that the testing will be done in a consistent manner.
5. The Company agrees there will be no random drug/alcohol testing. All employees may be subject to drug/alcohol testing based on reasonable suspicion supported by proof beyond a reasonable doubt.
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 employees' confidentiality protected in accordance with the "American Medical Association's Code of Ethical Medical Services" (adopted by the Board of Director 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 Certified by the U.S. Dept. of Health and Human Services, and which meet the minimum standards to engage in urine drug testing as referenced herein.
- (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 end drugs or classes of drugs to tested:

INITIAL TEST LEVEL (ng/ml)		
Marijuana metabolites	_____	50
Cocain metabolites	_____	300
Opiate metabolites*	_____	300
Phencyclidine	_____	25
Amphetamines	_____	1000
Barbiturates	_____	200
Benzodiazapines	_____	200
Methadone	_____	300
Methaqualone	_____	25
Propoxyphene	_____	300

* 25 ng/ml if immunoassay specific for free morphine.
If the D.O.T, levels are changed the above levels will change accordingly.

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 the highest standard curve value."

CONFIRMATORY TEST LEVEL (ng/ml)		
Marijuana metabolites	_____	15
Cocain metabolites**	_____	150
Opiate:		
	Morphine	300
	Codeine	300
Phencyclidine	_____	25
Amphetamines:		
	Amphetamine	500
	Methamphetamine	500
Barbiturates	_____	200
Benzodiazapines	_____	200
Methadone	_____	300
Methaqualone	_____	25
Propoxyphene	_____	300

*Delta-9—tetrahydrocannabinol-9 carboxylic acid

**Benzoyllecgonine

If the D.O.T, levels are changed the above levels will change accordingly.

- (d) All drug testing shall, as a minimum, be conducted in accordance with the U.S. Dept. 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, at his/her own expense, to have the secured portion of his/her urine sample independently retested or the employee may request a new test from HHS certified laboratory be made within 24 hours of results of the 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 by the Company for the cost of such independent test. If the independent test is positive, the employee will be suspended, refused or discharged. Only after completion of treatment or release by a doctor or therapist, and having passed a drug test, at his/her own expense, will the employee be reinstated if work is available.

- (f) A “positive” drug test means test levels on both the initial screening test and the confirmatory test, if requested, exceed the levels shown in C above. Confirmatory test are to be conducted only upon request.

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 of alcohol on breath shall be gas chromatography.

Alcohol..... .0.4% BAC

8. In the case of a “positive” test result, the employee shall be advised by the testing laboratories Medical Review Officer (MRO); on a confidential basis, prior to the reporting of the results to the Company, and 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 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 agreement. Non-collective bargaining personnel shall be subject to internal Company discipline procedure.
12. Employees or applicants for employment testing “positive” will be removed from the work place and are encouraged to seek treatment through the Worker Assistance Program or other State approved treatment facilities. Upon verification by an MRO or Counselor of the successful completion of approved treatment, or release and having passed the drug test with a negative report,

the disciplined employee may return to the Company, if work is available. If the employee refuses to seek treatment, he/she will be terminated.

13. Employees who voluntarily come to the Company and discuss drug/alcohol problems, and who seek assistance or rehabilitation from drug/alcohol problems shall be granted amnesty, and discipline will be 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.
14. All employees must notify the Company of any criminal conviction for any drug-related offense occurring in the work place no later than five (5) days after such conviction.
15. The Union is not responsible for ascertaining or monitoring drug/alcohol free status of any employee or applicant for employment.
16. 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.
17. 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.
18. The Union and the Company understand that some customers may have their own drug/alcohol policies that supersede or add to this policy. In those cases, the parties to this policy agree to work to the means of satisfying the customer.
19. This Memorandum of Understanding shall take effect upon ratification by both parties and shall continue in effect from year to year thereafter, from anniversary date to anniversary date. This Memorandum shall be subject to change or supplement at any time by mutual consent of the parties hereto.

SIGNED THIS DAY 1 OF September, 2013.

WEST TEXAS CHAPTER, NECA

IBEW LOCAL UNION 602

Pat Mills
Division Chairman

Robert Melton
Business Manager

MEMORANDUM OF UNDERSTANDING

By and between

**IBEW LOCAL UNION NO. 602
Amarillo DIVISION**

And the

WEST TEXAS CHAPTER, NECA

THIS MEMORANDUM OF UNDERSTANDING is hereby made and entered into this first day of June 2000, and shall remain in effect until May 31, 2001, unless specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1st through May 31st of each year, unless changed or terminated as provided for in the Inside Electrical Construction Agreement and/or Outside Electrical Construction Agreement, as applicable.

WHEREAS, IBEW Local Union No. 602 and the West Texas Chapter, NECA are mutually interested in expanding the electrical construction marketplace, increasing the signatory electrical industry market share, and in providing more work opportunities for apprentices and journeyman in the trade, and

WHEREAS, IBEW Local Union No. 602 and the West Texas Chapter, NECA are desirous of raising the public awareness regarding the electrical construction industry and the efforts of the IBEW/NECA Partnership, and

WHEREAS, IBEW Local Union No. 602 and the West Texas Chapter, NECA are jointly committed to achieving the goals and objectives established through our vision and mission statements;

NOW THEREFORE, it is expressly understood and agreed by and between IBEW Local Union No. 602, and the West Texas Chapter, NECA, and all signatory contractors having assented to the Inside Electrical Construction Agreement and/or Outside Electrical Construction Agreement by and between IBEW Local Union No. 602 and the West Texas Chapter, NECA, to formulate a local Labor-Management Cooperation Committee as follows:

Section 1 The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

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

Section 2. 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 3. Each employer shall contribute. 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 Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 4. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

Section 5. Contributions, including the applicable reporting forms, shall be forwarded to the West Texas Chapter, NECA, as the designated collection agent, on a monthly basis no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Remittances shall be made via check made payable to the IBEW 602/West Texas NECA Labor Management Cooperation Committee.

Section 6. The parties to this Memorandum of Understanding agree that the nationally mandated Employer contribution of one cent (\$.01) per hour worked to the National Labor Management Cooperation Committee (NLMCC) shall be considered paid with receipt of the LMCC remittance as prescribed above. The West Texas Chapter, NECA will process the payment and reporting forms to the NLMCC in accordance with the rules and procedures established therein.

Section 7. To facilitate the establishment and funding of the local LMCC program, the parties to this Memorandum of Understanding agree that the employee wage charts attached to this document will be applicable to work performed pursuant to the respective collective bargaining agreements for the term of the agreement(s) and memorandum. The wage charts are applicable in conjunction with the funding of the LMCC and are effective for work performed on or after June 1, 2000.

Section 8. The parties to this Memorandum of Understanding agree, in principle, to incorporate the terms and conditions of the LMCC provisions into the respective successor agreements for Inside and Outside Electrical Construction.

Entered into this first day of June 2004.

Mike Mathis, Business Manager
Local IBEW Union No. 602

Pat Mills, Division Chairman
West Texas Chapter, NECA

Addendum

Construction Wireman/Construction Electrician

1. The Construction Wireman/Construction Electrician classification shall consist of a minimum of 6 levels (pay levels). Construction Wiremen shall accumulate or document up to 8,000 hours of work experience. Those with over 8,000 hours of documented work experience or upon accumulating 8,000 hours of documented work experiences shall be classified as Construction Electricians. Standard and fixed means for selection, evaluation and placement for entry level based on previous experience and training, shall be determined and established by the local JATC. However, evaluation and placement of any individual with 8,000 hours of work experience, having completed their probationary period and desiring to obtain Journeyman Inside Wireman status, shall be done according to NJATC guidelines. Conditions and prerequisites for advancement from one level to the next shall be determined and fixed by the local JATC. Advancement in pay levels for Construction Wiremen and Construction Electricians may be based on work experience alone or a combination of work experience and/or minimum classroom training and/or testing as determined by the local parties through the local JATC.
2. A Construction Electrician who desires to advance to the classification of Journeyman Inside Wireman may request to take the written and practical examinations of each of the levels of the NJATC Craft Certification Program. All requests to take level exams shall be contingent upon the individual's satisfactory work history. To help prepare the individual to take the Craft Certification Examinations, the local JATC will determine minimum training needed taking into consideration the input and recommendations of the NJATC. The satisfactory completion of the examinations of one level will result in the Construction Electrician automatically qualifying to take the written and practical examination of the next level. This procedure will continue until each level of examinations has been satisfactorily completed. Any Construction Electrician failing to achieve a passing score on either the written or practical examination at each level will be offered an opportunity to enroll in and must successfully complete the required course work developed by the NJATC for that level. The Construction Electrician can then re-take the same examination(s) but will only be examined in the areas that he/she failed to pass on the first attempt provided that such re-examination occurs within a 1-year period. Upon successfully passing the examinations of one level, the individual is eligible to take the next level examinations. No Construction Electrician will be eligible for reclassification to Journeyman Inside Wireman until he/she has passed all level exams, has passed the final NJATC written and practical (hands-on) Craft Certification Examinations and has accumulated at least 14,000 hours of documented work experience. Acceptance of applications from Construction Electricians to take the Craft Certification Exams required to become a Journeyman Inside Wireman shall not be automatic.
3. All courses, testing and evaluation tools for placement of Construction Wiremen shall be performed by the JATC; however, evaluation and placement of any individual classified above the level of 8,000 hours of work experience and desiring to attain Journeyman Inside Wireman status must be done according to NJATC guidelines. Only the NJATC written and hands-on (practical) Craft Certification Exams shall be used for determining Inside Journeyman Wireman status.
4. Entrance requirements, means for advancement, and limitations pertaining to the Construction Wireman/Construction Electrician classifications are addressed in the Construction Wireman/Construction Electrician Memorandum.

5. For those entering either classification as a result of an organizing effort, the initial entry evaluation and placement as a Construction Wireman/Construction Electrician will be based on the applicant's experience, recruiting contractor's request and/or local union organizer's recommendations. The JATC will determine the level of entry for such individuals, but will cooperate with the organizing effort of the local union and manpower requests from the contractors.
6. Respecting job site ratios determined by the local parties, Construction Wiremen shall be assigned to employers by the JATC. Construction Electricians shall be referred by the local union to the employer in accordance with the procedures in the master agreement.
7. Any employer signatory to the master agreement between the local parties who is ready and willing and/or regularly employs and trains apprentices (when available) is eligible for the assignment of Construction Wiremen or the referral of Construction Electricians based on the allowable ratio in the applicable agreement. 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.
8. When there are indentured apprentices available for work, an employer may not add additional Construction Wiremen or Construction Electricians to a job site unless the employer is already employing the full complement of apprentices allowed under the locally adopted apprentice-to-journeyman ratio on that job site. (An employer may be allowed to add Construction Wiremen/Construction Electricians under this section if the local JATC has determined that the employer has and is cooperating in the employment and training of apprentices or the Construction Wiremen /Construction Electricians requested are covered by a Small Works or Market Recovery Agreement other than the Inside Agreement.) Construction Wireman/Construction Electricians already employed by the employer need not be laid off or replaced when indentured apprentices become available for employment.
9. Construction Wiremen/Construction Electricians may be transferred from job to job for the same employer as long as the appropriate ratios are maintained. The local parties shall determine the ratio of Construction Wiremen/Construction Electricians to Journeymen Wiremen.
10. New Construction Wiremen/Construction Electricians will not be added to the program when Construction Wiremen/Construction Electricians are continually unemployed and available for referral. *NOTE: The term "continually unemployed," as used in this section, is intended to mean when the individuals are willing and available for referral or assignment over an extended period of time, which shall be agreed to by the local parties. Brief periods of unemployment of one or more Construction Wiremen/Construction Electricians over the normal course of business such as the regular or seasonal building up and reduction of manpower on jobs within the jurisdiction will not prevent the addition of new Construction Wiremen/Construction Electricians.
11. Work performed by Construction Wiremen/Construction Electricians will be limited only by what the employer or the employer's field representative deems as appropriate and within the individual's qualifications to properly perform safely and in a workmanlike manner. In this regard, Construction Wiremen/ Construction Electricians may work alone if deemed qualified by the employer and permitted by local statute.
12. Construction Wiremen/Construction Electricians will not figure into the allowable job site ratio of apprentices to journeymen as provided in the inside collective bargaining agreement.
13. Contributions shall be made on behalf of Construction Wiremen/Construction Electricians to the NEBF, NLMCC, LLMCC (if applicable), and NECA service charges/NEIF (where applicable). JATC contributions will be paid on all levels of Construction Wiremen/Construction Electricians. (The local parties shall determine the participation of Construction Wiremen/Construction

Electricians in Health, Local Pension, Vacation, Annuity, and other benefit plans in the master agreement.)

Archie Veazey 12-13-05
For NECA Date

Jody B. Maples 12-13-05
Local Union Business Manager Date
