

**November 1, 2016 – June 2, 2019**

**MAINTENANCE AGREEMENT BY CONTRACT**

**Between**

**The CENTRAL TEXAS CHAPTER of the  
NATIONAL ELECTRICAL CONTRACTORS  
ASSOCIATION, INC.**

**And**

**LOCAL UNION 520 of the  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
AUSTIN, TEXAS**

**PARTIES CLAUSE**

Agreement by and between the CENTRAL TEXAS CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION and LOCAL UNION 520, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS. It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the CENTRAL TEXAS CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION and the term "Union" shall mean LOCAL UNION 520, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS. The term "Employer" shall mean an individual firm who has been recognized by an Assent to this Agreement.

## **BASIC PRINCIPALS**

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

### **ARTICLE I**

#### **MODIFIED CIR**

#### **EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES**

Section 1.01: This Agreement shall take effect on November 1, 2016 and shall remain in effect through June 2, 2019 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the start of the first full pay period in June through the last pay period starting in May of each year, unless changed or terminated in the way later provided herein.

Section 1.02: (a) Either party 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.

Section 1.04: During the term of this Agreement, there shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

## **GRIEVANCES/DISPUTES**

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.

Section 1.10: The Labor-Management Committee shall not recognize any grievance or dispute unless written notice of the charge is given within thirty (30) days after the representatives of the parties to this Agreement first became aware, or reasonably should have been aware, of a violation of this Agreement. This shall not apply to any Section which requires money to be deposited to any Trust Fund.

## ARTICLE II

### **Contractor's Management rights – Union rights**

Section 2.01: The Union Understands The Employer Is Responsible To Perform The work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in the collective bargaining agreement in planning, directing, and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.02: This Agreement is for the joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties hereto: and to set forth herein the basic Agreement covering the rates of pay, hours of work, and conditions of employment to be observed by the parties hereto.

It is mutually understood that the following terms and conditions relating to the employment of workmen covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Contractor and the Union during the term of this Agreement and any renewal thereafter. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement may be modified or amended, in accordance with Article I by mutual consent in writing by the parties' signatory hereto.

Section 2.03: Amendments to this Agreement, for a specific project or projects, which are required to make a Contractor competitive, may be made in accordance with Article I. When so done, the Amendment shall be considered a part of the Maintenance Agreement for that specific job and attached as an appendix.

Section 2.04: The Labor-Management Committee shall not recognize any grievance or dispute unless written notice of the charge is given within thirty (30) days after the representatives of the Parties of this Agreement first became aware, or reasonably should have been aware, of a violation of this Agreement.

Section 2.05: References to the **INSIDE AGREEMENT FOR WIREMEN** are made throughout this Agreement. Examples are Sections regarding wages, fringe benefits, and required tool lists. It is intended and understood by the parties to this Agreement that opening the Maintenance Agreement for negotiations each time the Inside Agreement is opened for negotiation may not be necessary but that these referenced items in the

Maintenance Agreement would piggyback any negotiated changes in the Inside Agreement.

Section 2.06: (a) It is understood and acknowledged by all Parties to this Agreement that this document may be used as a "Project Specific Agreement" or an "Owner Specific Agreement" and that agreed to conditions on one specific project or for one specific Owner may vary, somewhat, from agreed to conditions on another project or for another Owner. This flexibility is to allow for differing requirements of various Owners. All such "Project Specific" or "Owner Specific" clarifications or variances from this basic Agreement shall be reduced to writing in and agreed to by the Parties to the Agreement before becoming a part of the "Project Specific Agreement" or the "Owner Specific Agreement".

(b) There shall be an "Attachment A" to this Agreement which shall name the specific project or the specific Owner (listing the Owner controlled projects) and in which all project specific or Owner specific clarifications or variances shall be listed and catalogued as to the clarified or varied section(s). If no clarifications or variances exist then "Attachment A" shall be marked "No clarifications or variances exist". "Attachment A" shall include signature lines for the Chapter Representative, the Union Representative and the Contractor.

Section 2.07: 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 2.08: The Contractor recognizes the Union as the exclusive representative of all employees performing work within the jurisdiction of the Union for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Section 2.09: (a) Certain qualifications, knowledge, experience, and financial responsibility are required of everyone desiring to be a Contractor in the Electrical Industry. Therefore, a Contractor who contracts for electrical work is a person, firm, or corporation, having these qualifications and maintaining a place of business and suitable financial status to meet payroll requirements.

(b) Any Contractor subject to the terms of this Agreement shall carry an Indemnity Bond, issued by a company authorized to do business in the State of Texas. The minimum bond for all Contractors shall be \$5,000.00 as evidence of financial responsibility, and to insure proper payments to the Electrical Joint Apprenticeship and Training Trust Fund, the National Employees Benefit Board, the Austin Vacation Trust Fund, the IBEW Local Union 520 Annuity Plan, the Health and Welfare Plan, the 401(k) Plan, the National Electrical Industry Fund, the National Labor-Management Cooperative Committee, the Labor-Management Cooperative Committee (T.E.A.M.S.) and authorized

PAC deductions, to Local Union 520, for any union dues and assessments withheld on behalf of employees, and wages required under this Agreement be paid directly to the affected employee(s). Bond amounts greater than \$5000.00 shall be required based on the following formula outlined below:

Each Contractor signatory to the collective bargaining Agreement shall be required to secure a welfare bond of at least \$5,000.00. The Contractor shall be required to secure larger bonds based on the following formula: The Contractor shall provide a welfare bond based on the average monthly hours worked utilizing the previous three years to calculate the average. This number shall be multiplied by the aggregate amount of the benefit package and rounded up to the next one thousandth. If a Contractor has been delinquent in the payment of benefits more than twice, they shall be required to pay benefits on a weekly basis for a period of six months and secure the required bond. After a period of six months of timely payments the Contractor may return to the monthly schedule. If a Contractor has no previous experience in the jurisdiction, the bond shall be based on the estimated monthly hours of the project to be worked. The maximum bond for any Contractor shall be \$50,000.00.

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. This may be the same bond that the Contractor has presented as a requirement of another Agreement with the Union.

The Bond shall provide that it may not be cancelled by either the Contractor or the Insurance Carrier without thirty (30) days written notice in advance to the Union by Certified, Registered, or Insured mail from the Surety. Proof of the execution of the Bond, in the form of an affidavit executed by the Insurance Carrier, shall be furnished the Union for the Contractor. Such affidavit shall show on its face that it may not be cancelled by either the Insurance Carrier or the Contractor without prior notification to the Union. The Union shall furnish a copy of the affidavit of Bond to each Fund.

The Obligee (Local Union 520, IBEW) shall notify the Surety within thirty (30) days after having knowledge of breach of this Agreement by the principal hereof.

(c) Fringe benefits provided for under this Agreement are due and payable on or before the 15<sup>th</sup> day of the month following the month, covering the hours worked by each employee. The Contractor shall file a monthly report for each fringe benefit, in the form established therefore. Each report shall be filed, regardless of whether or not the Contractor has employed any employees in the month covered by said report.

Any Contractor who fails to file a report by the 10th day of the month and pay contributions for any of the fringe benefits by the 15<sup>th</sup> day following the month in which such report or payment is due shall be considered delinquent and is in violation of this Agreement. If payments are not mailed in time to reach the Benefit Fund by the prescribed time, interest at the rate of 1½% monthly will be due and payable. The Contractor shall make available applicable books and records for the purpose of auditing

same to determine the amount of his liability, and shall pay the expense of the audit if delinquencies are found, under guidelines of the Funds. Action to collect contributions may be brought in the name of the respective Fund involved, its Trustees, and any assignee or agent designated by said Trustees. The Contractor hereby accepts and agrees to the terms of each trust Agreement and plan for such fringe Benefit Fund.

A delinquent Contractor shall be liable to any employee affected by such delinquency for all benefits lost by such employee by virtue of such delinquency, and such delinquent Contractor shall also be liable for reasonable attorney's fees for any action brought to recover the amount of said benefits.

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

Section 2.10: For all employees covered by this Agreement the Contractor shall carry Workman's Compensation Insurance with a Company authorized to do business in this State, Social Security, and such other protective insurance as may be required by the laws of the State, and furnish satisfactory proof of such to the Union. The Contractor shall also make contributions to the State Unemployment Compensation Commission.

Section 2.11: The Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by the Contractor of the approved Agreement of this or any other Local Union of the I.B.E.W., other than violations of Paragraph 2 of this Section, will be sufficient cause for cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

Section 2.12: All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.13: Any outside firm doing electrical work within the jurisdiction of the Local Union shall not be allowed to bring more than four (4) non-resident Journeyman. When any complaint or dispute arises dealing with this question, any ruling made by the International Office of the Union shall be accepted and put into effect.

## ARTICLE III

### **Union Security and Referral**

Section 3.01: The Union is recognized by the Contractor as the source of employment referrals. The Union will be contacted and shall refer all applicants for employment to the project according to the standards or criteria uniformly applied for any maintenance project in the area.

Section 3.02: Plant maintenance, repair and renovation that the Contractor performs involves operating units that in all cases must be kept running. This situation means that some of the work is of an emergency nature, and therefore, will require, at times, the acceptance of extreme fluctuations in the labor demand. The Union, by this Agreement, completely understands the necessity of the extremes and agrees to make every effort to fulfill the manpower requirements of the Contractor.

Section 3.03: The above shall not restrict the Contractor from soliciting and hiring qualified personnel from any other source, provided the Union is unable to fulfill manpower requirements within forty-eight hours, emergencies excluded.

Section 3.04: All employees hired by the Contractor shall, as a condition of employment, become and remain members in good standing of the Union after the 7<sup>th</sup> day following the beginning of such employment. This Section 3.4 shall not apply so long as Texas remains a "Right to Work" State.

Section 3.05: The Contractor agrees to be bound by the hiring practices of the Union not inconsistent with the terms of this Agreement.

Section 3.06: It is agreed that applicants referred to the project under this Article shall be considered probationary employees until such time as they meet the Owner's security requirements not inconsistent with State or Federal laws. This provision shall not preclude such probationary employees' rights under ARTICLE II relative to any grievance arising under any other section of this Agreement.

Section 3.07: 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.



## **ARTICLE IV**

### **Non-Discrimination**

The Union and the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or age.

## **ARTICLE V**

### **Scope of Work**

Section 5.01: This Agreement covers all work assigned by the Owner to the Contractor and performed by the employees of the Contractor covered by this Agreement.

Section 5.02: This Agreement does not cover work performed by the Contractor of a new construction nature, in which event, said work shall be done in accordance with the Inside Agreement between the Central Texas Chapter, N.E.C.A. and Local Union 520.

Section 5.03: The Union and the Contractor understand that the Owner may choose to perform or directly subcontract or purchase any part or parts of the work necessary on his project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein.

Section 5.04: No workman on one job shall replace a workman on another job for any overtime work. All overtime work on any job shall be distributed fair and equal to all workmen. Exceptions to the two conditions shall include the need for special skills or when workmen have not worked the available straight time hours during the "work week" as defined in Article IV, Section 1.

## **ARTICLE VI**

### **Definitions**

Section 6.01: Maintenance shall be work performed for repair, renovation, revamp and upkeep of property, machinery and equipment within the limits of the plant property or other locations related directly thereto.

Section 6.02: All work performed by the Contractor on existing equipment and machinery, including all associated work in a given plant shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process line in a plant in order to increase production,

but rather would apply to such individual items as compressors, pumps, furnaces, towers, manufacturing tools, etc.

Section 6.03: Addition of spare machinery or equipment may be done under the Maintenance Agreement provided it is for debottlenecking purposes. Example: There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.

Section 6.04: Changes to existing units for reason of feed stock changes or fuel changes shall be maintenance.

Section 6.05: Existing buildings and structures would, of necessity, have to be kept in serviceable condition and is regarded as maintenance. Construction of new buildings and structures would be of a new construction nature and National and/or Local Construction Agreements would prevail.

Section 6.06: (a) A “Project Specific Agreement” is an Agreement intended to apply to maintenance work performed on a specific project at a specific location.

(b) An “Owner Specific Agreement” is an Agreement intended to apply to multiple projects within the Union jurisdiction, which are owned or controlled by the same Owner entity.

## **ARTICLE VII**

### **Standard Inside Apprenticeship Language**

Section 7.01: There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and policies 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 7.02: All JATC member appointments, reappointments, and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The

terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

Section 7.03: Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article One of this Agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 7.04: There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a 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 7.05: The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 7.06: 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 apprenticeships with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 7.07: All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

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

Section 7.08: 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 jobsite ratio as per section 7.12.

Section 7.09: 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 the JATC is 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 7.10: To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

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

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

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

Section 7.11: The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 7.12: Each job site shall be allowed a ratio of one (1) apprentice(s) for every one (1) Journeyman Wiremen(man).

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	1 to 3
4 to 6	4 to 6
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 7.13: 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 7.14: 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 7.15: The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

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

Section 7.16: 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: 24 cents per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## ARTICLE VIII

### **Union Representation**

Section 8.01: The Contractor recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Section 8.02: The Representative of the Union or the Chapter shall be allowed access to any Union member at any reasonable time where workmen are employed under the terms of this Agreement. Requests shall be arranged through the Contractor for such visitations in keeping with the Owners uniform rules of safety and security as expeditiously as possible.

Section 8.03: The Union has the right to appoint a Steward at any shop and/or job where workmen are employed under the terms of this Agreement. The Employer shall be notified in writing of who the Steward is. No Steward shall be discriminated against by the Employer because of the faithful performance of his duties as Steward.

A Steward shall be a qualified workman performing work of his craft and shall exercise no supervisory function. There shall be no non-working Stewards. The Steward shall not be removed from the job until notice has been given to the Business Manager.

## ARTICLE IX

### **Contractor's Representative**

The Contractor shall appoint a Representative who shall cooperate with the Steward(s) in the exchange of information which will be beneficial to the harmonious operations of the project. The Union shall be informed as to the identity of the Contractor's Representative.

## ARTICLE X

### **Wage Rates and Payday**

Section 10.01: Wage rates shall be the same as established in the INSIDE AGREEMENT FOR WIREMEN periodically negotiated between the Union and the Chapter unless altered by the parties to this Agreement for a specific project and for a specific stated purpose. If altered, wage rates shall be specified in Schedule "A" attached hereto.

Section 10.02: Fringe benefits as negotiated in the Inside Agreement between the parties to this Agreement shall be paid in addition to wage rates as specified in SECTION 10.1 above.

Section 10.03: The Employer shall pay all wages in cash or check weekly, not later than quitting time on Friday. The Employer may pay wages by direct deposit, through debit card by cash or by check. Employees may be required to execute authorization forms for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed by the Employer except upon 14-day advance written notification to the employee with notification to the Union. In the event that employees are not paid by the above-stated time, waiting time at the regular straight time rate (not to exceed eight (8) hours in any one twenty-four (24) hour period) shall be charged until payment is made. The previous sentence only applies in the event that there has been a previous instance within the preceding twelve (12) months of the Employer failing to timely pay wages. Otherwise, paid waiting time only begins if payment has not been received by quitting time on Friday.

Section 10.04: Should the Contractor issue a pay check that does not clear the bank for payment, provided the employee does not hold the check for more than thirty (30) days before making attempt to cash said check, then the Contractor, while in the jurisdiction of the Union, thereafter shall pay in cash.

Section 10.05: When the scheduled payday is a recognized holiday, wages shall be paid one day early for all work during that week. Time cut-off will also be advanced one day for that week only. An itemized statement shall be furnished each workman, showing total hours worked, total wages earned, and any deductions from such wages.

Section 10.06: Nothing in this Agreement shall be construed as limiting the right of the Contractor to move, transfer, or assign employees from his shop to any specific maintenance job, or from any maintenance job to any other maintenance job, upon which said Contractor holds a contract for the performance of electrical work. An employee, once on the Contractor's payroll, may be worked by the Contractor at any location at the Contractor's discretion. Employees may not be transferred to work within the scope of

the INSIDE CONSTRUCTION AGREEMENT if their initial referral was to work within the scope of the MAINTENANCE AGREEMENT.

Section 10.07: The Employer agrees to deduct and forward to the Financial Secretary of the Local Union upon receipt of a voluntary written authorization the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 10.08: Any workman discharged by the Contractor shall be paid all his wages immediately. Any man who voluntarily severs his employment shall receive his wages at the Local Union during regular business hours on the next regular payday unless specific arrangements have been made. Any special arrangements shall be the responsibility of the employee.

Section 10.09: Workmen being laid off or discharged by a Contractor, or workmen severing their employment voluntarily, shall be given a termination notice by their Employer, who will also send a copy to the Central Texas Chapter, N.E.C.A. and to Local Union 520, I.B.E.W.

Section 10.10: Wage premiums established under other Agreements between the Parties to this Agreement such as zone pay, hazard pay, acid pay, high or low work or other similar premiums shall not be applicable to this Agreement. Under the terms of this Agreement, no subsistence, travel allowance, mileage, or pay for travel time will be paid to any employee.

## **ARTICLE XI**

### **Twenty-four (24) Hour Rule and Meal Allowance**

Section 11.01: All time worked before and after the regularly established shift hours in any twenty-four (24) hour period or on the sixth (6) day shall be paid at the rate of time and one-half (1½). All time worked on the seventh (7<sup>th</sup>) day and holidays shall be paid at the double time (2) rate. Any employee working overtime beyond his/her shift shall be paid overtime.

Section 11.02: When an employee is required to work more than three (3) hours of unscheduled overtime beyond his regularly scheduled shift or more than three (3) hours on call-ins, the Contractor will arrange to either have him/her receive one (1) hot meal or pay him/her eight dollars (\$8.00) in lieu of the meal. This provision will be repeated after each four (4) hours of overtime thereafter.



## ARTICLE XII

### **Day Work Schedule, Overtime and Holidays**

Section 12.01: (a) Eight hours work between the hours of 6:00 A.M. and 6:30 P.M. with 30 minutes for a lunch period, shall constitute a work day. Forty (40) hours within (5) days, Monday through Friday, inclusive, shall constitute the work week. Saturday may be used for a make-up day due to inclement weather. If Saturday is used as a make up day, a minimum of eight (8) hours will be scheduled. The payroll week shall end on Sunday midnight of each week. Any workman required to punch a time clock that requires more than five (5) minutes to check out shall be paid for any additional time used in checking out. Workmen reporting to the shop or job shall not report earlier than 15 minutes prior to the starting time. If practical, workmen directed to report to the job shall be at their place of work at the starting time, and shall remain at their place of work until quitting time unless other wise instructed by the Employers.

(b) Any change from the regular working hours must be five (5) or more day's duration. When any change in the starting time is made, lunch period, overtime, and shifts may be changed accordingly.

(c) On jobs where it is required by the general contractor or owner that four ten hour days be scheduled, the first ten hours of work per day shall be paid at the straight time hourly rate of pay. The four day work week will be Monday through Thursday. Friday may be used for a make-up day due to inclement weather. If Friday is used as a make-up day, a minimum of 8 hours will be scheduled.

Employees shall be on the job, ready to work, at the assigned starting time and shall remain on the job until quitting time.

When job conditions for part of or all of the work indicate the need for change in the established starting time, the Contractor may make such a change as necessary. He will give the Union and all affected employees reasonable notice of such change

Section 12.02: All work performed outside of the regularly scheduled working hours and on Saturdays (unless being utilized as a make-up day) shall be paid for at the rate of time and one-half (1½) provided the employee works all of the regular scheduled hours made available, as defined in Art.12.1(a), (b), and (c).

Section 12.03: The standard work week schedule may be changed with the approval of the Parties to the Agreement. Any change in schedule shall comply with State Wage and Hour Laws. Requests for Variance shall be submitted to the Parties to the Agreement for approval.

Section 12.04: The following eight (8) days shall constitute the legal holidays within the terms of this Agreement: New Year's Day, Memorial Day, Fourth of July, Labor Day,

Veterans Day, Thanksgiving Day, Friday following Thanksgiving and Christmas Day. Holidays shall be recognized only on the day on which they fall.

These are not paid holidays. However, if the employee is scheduled to work on a holiday as observed under the terms of this Agreement, he/she shall be paid double time.

Variance from the holiday list may be allowed in order to conform to an Owner's holiday list. Requests for Variance shall be submitted to the Parties to the Agreement for approval.

Section 12.05: No overtime will be performed on Labor Day except in case of an emergency.

### **ARTICLE XIII**

#### **Shift Work Conditions**

Section 13.01: (a) When so elected by the Contractor, multiple shifts of at least five- (5) days duration may be worked. When two (2) or three (3) shifts are worked, the first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the day shift shall receive eight- (8) hours pay at the regular hourly rate for eight- (8) hours work.

- (b) The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the swing shift shall receive eight (8) hours pay at the regular hourly rate plus 10% for all hours worked.
- (c) Third shift (graveyard) shall be worked between the hours of 1:00 A.M. and 9:00 A.M. Workmen on the graveyard shift shall receive eight (8) hours pay at the regular hourly rate plus 15% for all hours worked.
- (d) A lunch period of thirty minutes shall be allowed on each shift.
- (e) All overtime work required after the completion of a regular shift shall be paid at one and one half (1½) times the shift hourly rate.
- (f) There shall be no pyramiding of overtime rates and double the straight-time rate shall be the maximum compensation for any hours worked.
- (g) There shall be no requirement for a day shift when either the second or third shift is worked.

## **ARTICLE XIV**

### **Staggered Work Week**

**Section 14.01:** Staggered work week schedules can be established for those facilities requiring continuing maintenance on a seven (7) day basis.

When a seven (7) day staggered work week is established, it is understood that the employees shall receive two (2) consecutive days off in lieu of Saturday and Sunday. If the employee works either of these two (2) days, the first regularly scheduled day off he/she shall receive one and one-half (1½) times his/her regularly established wage rate; when an employee works his/her second day off, he/she shall receive two (2) times his/her regularly established wage rate.

**Section 14.02:** Within the concept of the staggered workweek a second (2<sup>nd</sup>) shift and a 3<sup>rd</sup> shift may be established.

## **ARTICLE XV**

### **Reporting Time and Call-Ins**

**Section 15.01:** An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall be paid two (2) hours at the basic straight time hourly rate for his classification, unless he was notified the previous workday not to report.

When employees start to work, they shall be paid not less than four (4) hours and if they work beyond the four (4) hours, they shall be paid for the actual time worked.

If an employee refuses to start or stops work on his own volition, the minimums set forth herein shall not apply.

Reporting pay, as defined in this Article, shall be paid at the straight time hourly rate. However, when employees report for scheduled work on Saturday, Sunday, or regularly scheduled 6<sup>th</sup> or 7<sup>th</sup> days of a staggered work week schedule, or on holidays and are not put to work because no work is available, they shall be paid two (2) hours pay at the appropriate overtime rate, (i.e.), time and one-half (1 ½) for Saturdays or 6<sup>th</sup> days and double (2) time for holidays, Sundays, or 7<sup>TH</sup> days.

Scheduled work occurs when employees are notified during their last regularly scheduled work day that they are scheduled to work on Saturday, Sunday or their regularly scheduled day(s) off on a staggered work week schedule.

Section 15.02: A “Call-in” shall be defined as notification to report for work by whatever means to an employee for work outside his regular shift or regularly scheduled day off or holiday.

Call-ins as defined above shall be paid in accordance with one of the following categories:

- (a) A Call-in prior to and continuous with an employee’s normally scheduled shift shall be paid for on the basis of hours actually worked at the applicable overtime rate.
- (b) When an employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or holidays, he/she shall be paid not less than two (2) hours at the applicable overtime rate for that day except when his call-out is prior to and continuous with his normal work hours.
- (c) If there is overlapping of an employee’s time from the 5<sup>th</sup> day to the 6<sup>th</sup> day, the 6<sup>th</sup> day to the 7<sup>th</sup> day or holidays as a results of a Call-in from one day to the next, the employee shall be paid under the two (2) hour plan as outlined in Sub-section (b) above at the applicable overtime rate, but at no time will he/she receive the two (2) hours guarantee more than once for any one Call-in.

Section 15.03: On a Call-in, when guaranteed hours prevail, the employee may be required to work the necessary time guaranteed by the Contractor. If an employee shall stop work for reasons of his own and without approval of the Contractor Representative, he shall be entitled to receive pay for those hours actually worked in the day, and the two (2) hour minimum conditions shall not apply.

## ARTICLE XVI

### **Tools and Tool Rooms**

Section 16.01: The Contractor and the Union agree that it shall be the Owner’s prerogative to maintain and operate tool room(s) and warehouse(s) to handle Owner furnished tools and materials. The Union agrees that the manpower required for the operation of such facilities may, at the Owner’s option, be employed directly by the Owner.

Section 16.02: If the Contractor establishes *onsite* tool rooms and/or warehouses as required for efficient handling of Contractor owned tools and/or Contractor furnished materials such facilities will be manned under the terms of this Agreement.

Section 16.03: Craft personnel who provide their own tools under the **INSIDE AGREEMENT FOR WIREMEN** shall provide the same tools under the terms of this Agreement.

## **ARTICLE XVII**

### **First Aid and Safety**

The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor, be bound by the safety rules and regulations as established by the Owner and/or Contractor. These rules and regulations are to be posted at conspicuous places throughout the plant.

## **ARTICLE XVIII**

### **Transportation**

At plant locations where private transportation is not permitted, the Employer shall furnish transportation that provides shelter from inclement weather from the gate to the job site and back to the gate when said distance is one-half (1/2) mile or more.

## **ARTICLE XIX**

### **No Work Stoppage**

Section 19.01: No strikes, work stoppages, pickets, or slow downs for any reason will be recognized, incited, or supported by the employees and/or the Union. There will be no lockout by the Contractors.

Section 19.02: Due to the critical importance and necessity of insuring continuing plant maintenance, the Union and the employees covered under the terms and conditions of this Agreement shall man their jobs regardless of actions or conditions which may be taken or exist by others not a party to this Agreement.

Section 19.03: The Contractor shall, where practical, obtain a gate to a project for the exclusive use of the employees working under the terms of this Agreement.

## **ARTICLE XX**

### **General Rules**

Section 20.01: Except for the tools required of Journeymen and Apprentices in the Inside Agreement, the Contractor shall furnish all other necessary tools and equipment, including welders gloves, sleeves, hoods and hard hats. Workmen will be held responsible for the tools or equipment issued to them provided the Contractor furnishes

the necessary lockers, toolboxes, or other safe place of storage. Tools must be taken out and put away during working hours.

Section 20.02: Workmen shall perform all electrical work in a safe and workmanlike manner in accordance with applicable code and contract specifications.

Section 20.03: No workman on one job shall replace a workman on another job for any overtime work. All overtime work on any one job shall be distributed fair and equal to all workmen on that job except when special skills are required.

Section 20.04: The Contractor shall furnish protective equipment for workmen on energized circuits or equipment carrying 300 volts or over. On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more Journeymen must work together.

Section 20.05: The Union reserves the right to discipline its members for violations of its laws, rules, and Agreements.

## ARTICLE XXI

### **National Electrical Benefit Fund**

Section 21.01: (a) 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 Contractor will forward monthly to the NEBF's designated local collection agent an amount equal to three percent (3%) of his gross monthly labor payroll, paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payments shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each payroll month, which may be recovered by the 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 benefit month.

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

(b) An individual Contractor 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 Contractor fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

## **ARTICLE XXII**

### **Vacation**

Section 22.01: Upon written authorization from the employee, the Employer shall make a weekly payroll deduction of six percent (6%) from the gross pay of each employee. The employee shall request the payroll deduction at the beginning of employment with an employer. The employee shall notify the employer, in writing of any modifications to their participation status for the voluntary payroll deduction in the month of January or July. Payroll deduction revisions will be made effective on the first payroll of the following month. The Employer monthly shall forward the amount of individual deductions from each employee as shown on the monthly payroll to Velocity Credit Union, ATTN: Teller Operations, P.O. Box 1089, Austin, TX, 78767, for deposit to that employee's Velocity Credit Union vacation account, and simultaneously shall provide the Local Union with a written report which sets forth, for each employee, the number of hours worked, the employee's classification and pay rate, the employee's gross pay, and the amounts deducted.

Section 22.02: The payment and payroll report shall be mailed to reach the Velocity Credit Union no later than the 15<sup>th</sup> day of the month following the end of each benefit period.

Section 22.03: Each employee shall be allowed to take two (2) weeks of annual vacation between February 1<sup>st</sup> and January 31<sup>st</sup>.

Section 22.04: An Employer's failure to timely remit the payroll deductions or payroll report to the Velocity Credit Union, or the payroll report to the Local Union, as required above shall be treated as a delinquent contribution under the terms of the applicable Inside Construction Agreement.

## **ARTICLE XXIII**

### **Annuity Fund**

It is mutually agreed between the parties hereto and in accordance with the IBEW Local Union 520 Annuity Plan entered into by and between the Central Texas Chapter, NECA, and Local Union 520, IBEW, the Employer will forward to the Annuity Plan an amount equal to the percentage levels per the Inside Agreement Appendix A (See Article IV Section 4.03) of the gross wages of all classifications of employees for all hours worked within the geographical limits of the Union's jurisdiction when work is performed for any

Employer operating under this Agreement. The payment shall be made monthly together with the payroll report forms specified in Article IV.

#### **ARTICLE XXIV**

##### **401(k) Savings Plan**

All Contractors signatory to this Agreement and/or employing workmen under the terms of this Agreement, shall deduct from each employee's Gross Weekly Payroll of employees who wish to participate, a voluntary deductible amount to be deposited into a 401(k) savings plan, upon written request of each employee. Employees may enroll at the beginning of the employment with a Contractor and enroll or change withholdings each year during the months of January or July. Withholding will be made effective on the first payroll of the following month.

#### **ARTICLE XXV**

##### **Health and Welfare**

It is hereby mutually agreed between the parties hereto and in accordance with the Benefit contract governing the electrical benefit fund entered into by and between the Central Texas Chapter, NECA, and Local Union 520, IBEW, that the Employer will forward to the Central Texas Health and Benefit Plan the following contributions per the Inside Agreement Appendix B (See Article IV Section 4.03) for all hours actually worked by each employee (both straight time and overtime) within the geographical limits of the Union's jurisdiction when work is performed for any Employers operating under the terms of the basic Agreement for all Employers. Payments shall be made monthly together with a monthly payroll report on a form that will be furnished for that purpose by the Trustees of the Electrical Benefit Plan.

It is agreed that employers shall contribute solely up to \$4.65 per hour of increases declared by the Trustees of the Plan. Any increases above \$4.65 shall be split equally between the employer and employee through a wage reduction of the JIW rate of pay, all other classifications shall adjust accordingly.

#### **ARTICLE XXVI**

##### **P.A.C. Fund**

The Contractor agrees to deduct and transmit to the Local Union 520, IBEW, Committee on Political Education (IBEW-COPE) .05 cents for each clock hour worked from the



wages of those employees who voluntarily authorize such contribution on the forms provided for the purpose by IBEW-COPE.

The deduction will be made monthly and reported and remitted in accordance with Article II, Section 2.5, of this Agreement.

Any Employee may revoke the voluntary authorization at any time by notifying the Company and IBEW-COPE in writing of a desire to do so.

The Union will indemnify and save the Company harmless from claims, suits, or any form of liability as results of making payroll deductions described above.

## ARTICLE XXVII

### **National Labor Management Cooperative Committee**

Section 27.01: 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. S175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. S186(c)(9). The purposes of this Fund include the following:

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;

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

Section 27.02: 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. The Contractor 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 27.03: The Contractor shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Central Texas Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 27.04: If the Contractor 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 Contractor is in default, the Contractor shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$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 Contractor shall also be liable for all costs of collecting the payment together with attorneys' fees.

## **ARTICLE XXVIII**

### **Substance Abuse Language**

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

## **ARTICLE XXIX**

### **Code of Excellence**

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

## **ARTICLE XXX**

### **Entire Contract**

This Maintenance Agreement sets forth the entire maintenance contract between the Chapter and the Union and supersedes all previous understandings and Maintenance Agreements between them and amendments thereto.

**ARTICLE XXXI**

**Separability Clause**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with applicable laws.

SIGNED FOR THE UNION:

Local Union No. 520 of the  
International Brotherhood of  
Electrical Workers



Chris Wagner  
Business Manager

11-1-2016  
Date

SIGNED FOR THE CHAPTER:

Central Texas Chapter  
National Electrical Contractors  
Association, Inc.



Don Kanetzky  
Chapter Manager

11-1-2016  
Date