

June 1, 2008
AGREEMENT
between
SCHMIDT ELECTRIC COMPANY LP

and

LOCAL UNION NO. 520 of the
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

Austin, Texas

PARTIES CLAUSE

Agreement by and between SCHMIDT ELECTRIC COMPANY LP and LOCAL UNION NO. 520, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS. 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 NO. 520, IBEW. The term "Employer" shall mean SCHMIDT ELECTRIC COMPANY LP

BASIC PRINCIPLES

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

ARTICLE I
MODIFIED CIR
EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES

Section 1.01: This Agreement shall take effect on June 1, 2008 and shall remain in effect through May 31, 2010 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) In the event that either party, or an employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

(e) By mutual agreement only, an Employer may jointly, with the Union, submit the unresolved issues to the Council on Industrial Relations for adjudication. Such unresolved issues 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.

(f) 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.

(g) 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: 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. Interest Arbitration

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 in which the Agreement is due to expire, shall be resolved through the services of the Federal Mediation Conciliation Services (FMCS) using their Expedited Arbitration procedure and according to the FMCS rules.

The parties agree if they fail to negotiate a renewal or modification of the Agreement, the parties may jointly or unilaterally request a panel of 7 Arbitrators under the expedited arbitration procedure from the FMCS. Within 10 working days of receiving the panel of Arbitrators from the FMCS the parties will select an Arbitrator by alternately striking a name from the list. The final remaining name shall be designated as the Arbitrator. The first strike shall be decided by a coin toss.

Each party shall be responsible for their own expenses in this process. The cost involved in using the services of FMCS and the Arbitrator shall be divided between the two parties to this agreement. The Arbitrator's decision shall be final and binding on both parties.

Section 1.06: 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 Employer shall select the management representatives.

Section 1.07: 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 1.08: 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 1.09: 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 1.10: 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 1.11: 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

Employers Rights - Union Rights

Favored Nations Clause

Section 2.01: 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 2.02: The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2.03(a): Certain qualifications, knowledge, experience, and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation, having these qualifications and maintaining a place of business and suitable financial status to meet payroll requirements and employing at least one Journeyman Wireman.

(b) All Employers 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 for all employers 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, IBEW Local Union 520 Annuity Plan and Health and Welfare Plan, 401 (k), NLMCC, and LMCC (T.E.A.M.S.) and P.A.C. deductions, to Local Union 520, for any union dues or 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 shall be required based on the following formula outlined below:

(c) Each employer signatory to the collective bargaining agreement shall be required to secure a welfare bond of at least \$5000. Employers shall be required to secure larger bonds based on the following formula: Employers 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 an employer has been delinquent in the payment of benefits more than twice, they shall be required to pay benefits timely on a weekly basis for a period of six months and secure the required bond. After a period of six months of timely benefit payments the employer may return to the monthly schedule. If an employer 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 employer shall be \$50,000.

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

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

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

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

Any Employer who fails to file a report and pay contributions for any of the fringe benefits by the 15th day following the month in which such report or payment is due shall be considered delinquent and is in violation of this Agreement. If payments are not mailed in time to reach the Benefit Fund by the prescribed time, interest at the rate of 1½% monthly will be due and payable. Each Employer shall make available applicable books and records for the purpose of auditing same to determine the amount of his liability, and shall pay the expense of audit if delinquencies are found, under guidelines of the Funds. Action to collect contributions may be brought in the name of the respective Fund involved, its Trustees and any assignee or agent designated by said Trustees. Employer hereby accepts and agrees to the terms of each trust agreement and plan for such fringe Benefit Fund.

A delinquent Employer shall be liable to any employee affected by such delinquency for all benefits lost by such employee by virtue of such delinquency, and such delinquent Employer shall also be liable for reasonable attorneys' 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 2.04: For all employees covered by this Agreement the Employer 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 this State, and shall furnish satisfactory proof of such to the Union. He shall also make contributions to the State Unemployment Compensation Commission.

Section 2.05(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 Employer will forward monthly to the NEBF's designated local collection agent an amount equal to three percent (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 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 calendar month.

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

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

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

Section 2.06: The Union reserves the right to discipline its members for violations of its laws, rules, and agreements.

Section 2.07: The Local Union is 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 violation of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.08: No member of Local Union 520, while he remains a member of such Local Union and subject to employment by the Employers operating under this Agreement shall himself become a contractor for the performance of any electrical work.

Section 2.09: Only one individual connected with an employing concern as owner, manager, superintendent, partner, or member of a Board of Directors shall perform any manual electrical work where it displaces the service of a Journeyman; and then only when he has at least one Journeyman, working under the terms of this Agreement, employed and working the same hours including overtime, with the exception of emergency repairs not to last over two (2) hours.

Section 2.10(a): 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.

- (b) The employer shall have the right to call a Foreman by name provided:
 - A) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest priority group.
 - B) When an employee is called as a Foreman, he must remain as a Foreman for 1,000 hours or must receive a reduction in force.

Section 2.11(a): In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity including a joint venture, wherein the Employer, through its officers, directors, partners, or stockholders, exercise either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

(b) As a remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry, and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including

registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

(c) If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

Portability

Section 2.12: 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 2.13: 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.

ARTICLE III

Standard Inside Referral

Section 3.01: 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 the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 3.02: The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 3.03: The Employer shall have the right to reject any applicant for employment.

Section 3.04: 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 3.05: 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 four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a journeyman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or has 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 II All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed 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 3.06: 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 3.07: 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 3.08: "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: Travis, Bastrop, Hays, Blanco, Burnet, Williamson, Lee, Llano, San Saba, Burleson, Caldwell, Fayette and parts of Coryell and Bell Counties to include that part of Fort Hood in Coryell County south of Cowhouse Creek, and not to extend more than two (2) miles into Bell County from the Southeast boundary line of Coryell County, Gray Field, and the City of Killeen, and parts of Lampasas, Bell and Milam Counties, which are nearer to Austin than Waco, in the State of Texas.

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

Section 3.09: "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 3.10: "Examinations" - An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 3.11: The Union shall maintain an "Available for Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 3.12(a): 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.

(b) An applicant who has registered on the "Available for Work List" must renew his application every thirty (30) days or his name will be removed from the "List".

Section 3.13: 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 "Available for Work List" and then referring applicants in the same manner successively from the "Available for 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.

Section 3.13(a): 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 3.14: 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 3.15: An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 3.16: 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 through 14 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 3.17: 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 3.18: 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 3.19: Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

Section 3.20: 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 14 (a) is required.

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

ARTICLE IV

Hours - Wage Payment

Section 4.01(a): Eight hours work between the hours of 6:00 A.M. and 6:30 P.M. with thirty (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 otherwise instructed by the Employer.

(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.

Section 4.02: All work performed outside of regularly scheduled hours will be paid at one and one-half times the regular straight-time rate, provided the employee works all of the regular scheduled hours made available, as defined in Art. IV Sec. 4.01(a) and Sec. 4.01(c). In the event the employee does not work all of the regularly scheduled hours available he will receive no premium rate until after he has worked 40 hours. Work on Sundays shall be paid at double the straight-time rate. The following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day, shall be paid at double the straight-time rate. Holidays shall be recognized only on the day on which they fall.

Section 4.03: The minimum rate of wages shall be as follows:

APPENDIX A MINIMUM WAGE RATES PER HOUR					Effective 6/2/2008
Multiplier	Classification	6/2/2008	12/1/2008	6/1/2009	11/30/2009
130%	General Foreman When Area Foreman Required	\$32.08	\$32.73	\$33.38	\$34.03
120%	General Foreman When No Area Foreman Required	\$29.62	\$30.22	\$30.82	\$31.42
120%	Area Foreman	\$29.62	\$30.22	\$30.82	\$31.42
110%	Foreman	\$27.15	\$27.70	\$28.25	\$28.80
100%	Journeyman Inside Wireman	\$24.68	\$25.18	\$25.68	\$26.18
Apprentice Wireman					
50%	1st Year - Period 1	\$12.34	\$12.59	\$12.84	\$13.09
55%	1st Year - Period 2	\$13.57	\$13.85	\$14.12	\$14.40
60%	2nd Year - Period 3	\$14.81	\$15.11	\$15.41	\$15.71
70%	3rd Year - Period 4	\$17.28	\$17.63	\$17.98	\$18.33
75%	4th Year - Period 5	\$18.51	\$18.89	\$19.26	\$19.64
80%	5th Year - Period 6	\$19.74	\$20.14	\$20.54	\$20.94
	Unindentured Apprentice	\$12.34	\$12.59	\$12.84	\$13.09
Construction Wireman / Construction Electrician					
40%	CW 01	\$9.87	\$10.07	\$10.27	\$10.47
45%	CW 02	\$11.11	\$11.33	\$11.56	\$11.78
50%	CW 03	\$12.34	\$12.59	\$12.84	\$13.09
55%	CW 04	\$13.57	\$13.85	\$14.12	\$14.40
60%	CW 05	\$14.81	\$15.11	\$15.41	\$15.71
65%	CW 06	\$16.04	\$16.37	\$16.69	\$17.02
70%	CE 01	\$17.28	\$17.63	\$17.98	\$18.33
75%	CE 02	\$18.51	\$18.89	\$19.26	\$19.64
80%	CE 03	\$19.74	\$20.14	\$20.54	\$20.94
90%	CE 04	\$22.21	\$22.66	\$23.11	\$23.56

APPENDIX B MINIMUM BENEFITS								Effective 6/2/2008
Multiplier	Classification	NEBF	Annuity	Medical	JATC	JATC Bldg	LMCC	NLMCC
130%	General Foreman (area foreman required)	3%	7%	\$3.75	\$0.24	\$0.10	\$0.05	\$0.01
120%	General Foreman (no area foreman)	3%	7%	\$3.75	\$0.24	\$0.10	\$0.05	\$0.01
120%	Area Foreman	3%	7%	\$3.75	\$0.24	\$0.10	\$0.05	\$0.01
110%	Foreman	3%	7%	\$3.75	\$0.24	\$0.10	\$0.05	\$0.01
100%	Journeyman Inside Wireman	3%	7%	\$3.75	\$0.24	\$0.10	\$0.05	\$0.01
Apprentice Wireman – EFFECTIVE 6/2/2008 for Previously Indentured Starting School in 2008								
50%	1st Year - Period 1	3%	7%	\$3.75	\$0.24	\$0.10	\$0.05	\$0.01
55%	1st Year - Period 2	3%	7%	\$3.75	\$0.24	\$0.10	\$0.05	\$0.01
60%	2nd Year - Period 3	3%	7%	\$3.75	\$0.24	\$0.10	\$0.05	\$0.01
70%	3rd Year - Period 4	3%	7%	\$3.75	\$0.24	\$0.10	\$0.05	\$0.01
75%	4th Year - Period 5	3%	7%	\$3.75	\$0.24	\$0.10	\$0.05	\$0.01
80%	5th Year - Period 6	3%	7%	\$3.75	\$0.24	\$0.10	\$0.05	\$0.01
	Unindentured Apprentice	3%		\$1.50	\$0.24	\$0.10	\$0.05	\$0.01

Apprentice Wireman – EFFECTIVE 9/30/2008 for Newly Indentured Starting School in 2009								
50%	1st Year - Period 1	3%		\$1.50	\$0.24	\$0.10	\$0.05	\$0.01
55%	1st Year - Period 2	3%	3%	\$1.50	\$0.24	\$0.10	\$0.05	\$0.01
60%	2nd Year - Period 3	3%	3%	\$2.35	\$0.24	\$0.10	\$0.05	\$0.01
70%	3rd Year - Period 4	3%	5%	\$2.35	\$0.24	\$0.10	\$0.05	\$0.01
75%	4th Year - Period 5	3%	5%	\$2.35	\$0.24	\$0.10	\$0.05	\$0.01
80%	5th Year - Period 6	3%	5%	\$3.75	\$0.24	\$0.10	\$0.05	\$0.01
	Unindentured Apprentice	3%		\$1.50	\$0.24	\$0.10	\$0.05	\$0.01
Construction Wireman / Construction Electrician								
40%	CW 01	3%					\$0.05	\$0.01
45%	CW 02	3%		\$1.50			\$0.05	\$0.01
50%	CW 03	3%		\$1.50			\$0.05	\$0.01
55%	CW 04	3%	3%	\$1.50	\$0.24	\$0.10	\$0.05	\$0.01
60%	CW 05	3%	3%	\$2.35	\$0.24	\$0.10	\$0.05	\$0.01
65%	CW 06	3%	3%	\$2.35	\$0.24	\$0.10	\$0.05	\$0.01
70%	CE 01	3%	5%	\$2.35	\$0.24	\$0.10	\$0.05	\$0.01
75%	CE 02	3%	5%	\$2.35	\$0.24	\$0.10	\$0.05	\$0.01
80%	CE 03	3%	5%	\$3.75	\$0.24	\$0.10	\$0.05	\$0.01
90%	CE 04	3%	5%	\$3.75	\$0.24	\$0.10	\$0.05	\$0.01

Section 4.04: The Employer shall pay all wages in cash or check weekly, not later than quitting time on Thursday. In the event workmen are not paid by the above stated time, waiting time at the

regular straight-time rate (not to exceed eight [8] hours in any one twenty-four [24] hour period) shall be charged until payment is made.

Section 4.05: Should an Employer issue a pay check that does not clear the bank for payment, provided the employee does not hold said check for more than thirty (30) days before making attempt to cash said check, then said Employer, while in the jurisdiction of the Local Union, thereafter shall pay in cash.

Section 4.06: When Thursday is a recognized holiday, wages shall be paid Wednesday for all work during that week. An itemized statement shall be furnished each workman, showing total hours worked, total wages earned, and any deductions from such wages.

Section 4.07: Any man reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than two (2) hours wages in order to gather his tools and personal belongings and shall be paid off in full immediately. In the event the employee is not paid off, waiting time at the regular rate (not to exceed eight [8] hours in any one twenty-four [24] hour period) shall be charged until payment is made. Two (2) hours wages for gathering tools and personal belongings will not be paid if the employee has not notified the Employer of a previous day's absence.

Section 4.08(a): When men are directed to report to a job or shop and do not start to work due to causes other than weather conditions, they shall receive two (2) hours pay.

(b) When men receive two (2) hours pay as show-up time, they shall remain available for work for a full two (2) hour period.

(c) If requested by the Employer, during inclement weather conditions, men shall remain on the job available for work and shall receive two (2) hours pay.

(d) When men are directed to report to a job and are instructed to go to work by the Employer or his representative, weather conditions permitting, and they refuse, they shall not receive the two (2) hours show-up time.

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

Section 4.09: The Employer shall pay for traveling time and furnish transportation from shop to job and job to job and job to shop during the regular working hours. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, board and all other necessary expenses.

Section 4.10: No traveling time shall be paid before or after working hours to workmen for traveling to or from any job when workmen are ordered to report to the job, provided his day ends at such job.

Section 4.11: The Employer shall furnish a monthly payroll report to Local Union 520 postmarked no later than 15th day of the following month, giving workman's name, classification, wage rate,

straight-time hours worked, overtime hours and gross wages paid to all workmen. This report shall identify the exact date of all employees who have quit or been discharged during the working period covered by this report.

A monthly payroll report to the Local Union and to all Trust Funds shall be completed and mailed each month, whether the Contractor has workmen employed or not.

Section 4.12: Workmen being laid off or discharged by an Employer or workmen severing their employment shall be given a termination slip stating the reason for termination and signed by their immediate supervisor or their Employer, and a copy shall be sent to Local Union 520 and the Central Texas Chapter, N.E.C.A. Additionally, employers shall provide a termination slip to the JATC Training Director in the case of an apprentice.

Section 4.13: (a) When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M.. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M.. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days duration unless mutually changed by the parties to this Agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half 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.

UNION DUES DEDUCTION:

Section 4.14: 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.

ARTICLE V

General Rules

Section 5.01: In order to comply with existing laws, nothing in this Agreement shall be construed as limiting the right of Employers to move, transfer, or assign employees from his shop to any specific job or from any job to any other job upon which said Employer holds a contract for the performance of the electrical work. An employee, once on the Employer's payroll, may be worked by him at any location at the discretion of the Employer.

Section 5.02: When the Employer has no shop located in the jurisdiction of this Union, then under such circumstances the job site shall be considered the city in which the shop is located with one job site designated as the permanent shop.

Section 5.03: On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

Section 5.04(a): Journeyman shall provide themselves with the following tools:

One tester not over 1000 volts or one Multi Volt Tester	Combination square-Tri-square Adjustable 12" blade
Knife	Hacksaw frame
Crescent wrench 8" to 12"	Two pair channel lock type pliers
Screw drivers	One pair long nose pliers
Hammer	One pair Dyke pliers
Small level	One chalk line
Plumb bob	Key hole saw
Awl or Center punch	One steel measuring tape at least 16' long
Pencil	
One pair side cutting pliers 7" or larger	
Wire stripper	Pipe wrench 12" to 14" or small Chain tong

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

(c) A Journeyman may carry or store in his tool box small tools furnished by and belonging to his Employer (power tools excluded). Such tools must be the property of the Employer, to be returned to him upon request or termination of the employee, but are not to be replaced by the employee if broken or lost on the job.

(d) Apprentices shall provide themselves with the following tools only, except that first-year Apprentice may provide himself with a small tool box and a third or fourth year Apprentice may have a tool box on the job and start building up his tool list towards that of a Journeyman.

2 pair channel lock type pliers	Pencil
1 pair side cutters pliers - 7" or larger	Hammer
One steel measuring tape at least 16 ' long	One voltage tester not over 1000 or one Multi Volt Tester
Screw drivers	Small level
Knife	Hacksaw frame
Awl	Wire stripper

He may furnish one pair of long-nose and one pair of Dyke pliers if he desires.

(e) The Employer shall furnish necessary locked storage to reasonably protect tools from the weather and vandalism on large jobs where it is necessary to leave tools on the job.

Section 5.05: The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes, or other safe place of storage. Tools must be taken out and put away during working hours.

Section 5.06: Workmen shall install all electrical work in a safe and workmanlike manner in accordance with applicable code and contract specifications.

Section 5.07: The representatives of the Union shall be allowed access to any building at any reasonable time where members of the Union are employed.

Section 5.08: In all shops or on all jobs where four (4) or more Journeymen are employed, one Journeyman shall be designated as a Foreman.

On all jobs, the first working crew may consist of a maximum of eleven (11) men, that is, ten (10) Journeymen and one (1) working Foreman.

When a second crew is established, it may consist of a maximum of eleven (11) men, that is, ten (10) Journeymen and one (1) working General Foreman.

When a third or subsequent crew is established, it may consist of a maximum of eleven (11) men, that is, ten (10) Journeymen and one (1) working Foreman. Each crew shall be supervised by a Foreman and the Foremen shall be supervised by the General Foreman.

No General Foreman shall supervise more than fifty-five (55) men, including Journeymen and Foremen. For each additional fifty-five (55) men, the above procedures shall repeat except that the sixth and subsequent Foremen shall be supervised by an Area Foreman.

Section 5.09: Foremen, Area Foremen, and General Foremen shall be permitted to use tools. This shall not mean that they cannot handle material. Foremen may be required to attend and complete Foremen courses when provided.

Section 5.10: On jobs requiring a Foreman, workmen are not to take directions, orders, or accept the layout from anyone except their Foreman. Foremen are to take directions, orders, or layout from their Area Foreman only, when Area Foremen are required. When Area Foremen are not required, Foremen shall take directions, orders or layouts from the General Foremen only. Area Foremen shall take directions, orders or layout from the General Foreman only.

Section 5.11: 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 above 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.

Section 5.12: The Employer shall see that cold water (in warm weather) and first-aid kits are available on all jobs and/or trucks.

Section 5.13: The Employer 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 5.14: All conduit shall be cut and threaded by workmen covered by this Agreement.

Section 5.15: Where pipe cutting and threading machines, electric drills, electric benders, electric chipping hammers, sanders, similar portable tools and all other power-driven equipment are used, such shall be operated by workmen covered by this Agreement in the jurisdiction of the IBEW.

Section 5.16: All pulling of wire or cable shall be done by workmen covered by this Agreement.

Section 5.17: Journeymen cable splicers shall furnish only hand tools. On all work of joining, splicing and insulating and the placing of flame-proof covering where wiped lead joints are necessary, it shall be performed by cable splicers. Journeymen only shall be used in assisting cable splicers, except that on de-energized enclosures, an Apprentice may be used. Cable splicers shall not be required to work on wires or cables when the difference in potential is over 200 volts between any two conductors or between any conductor and ground, unless assisted by one Journeyman. In no case shall cable splicers be required to work on energized cables carrying in excess of 480 volt circuit.

Section 5.18: Welders gloves, sleeves, hoods and all hard hats shall be furnished by the Employer. Workmen may be required to sign a payroll deduction form to authorize the deduction from their

final paycheck to cover reimbursement of unreturned hard hats. Charges shall not exceed actual cost paid by the Contractor.

Section 5.19: The installation of all electrical raceways whether metal, wood, fiber, plastic clay or of any other conceivable composition, when used to contain electrical or grounding system conductors, and the installation, preparation and connection of all electrical and/or grounding or bonding conductors shall be performed by workmen employed under the terms of this Agreement and paid the hourly applicable negotiated wage rate contained herein unless it is an integral part of the building structure.

Section 5.20: No work shall be performed on Labor Day except in case of emergency.

Section 5.21: On any job of five (5) or more days duration on the main campus of the University of Texas, the Employer will either provide for employee parking within three blocks of the job, or arrange for covered transportation from a parking area within two miles of the job.

ARTICLE VI

Standard Inside Apprenticeship Language

Section 6.01: There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of 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 6.02: 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 6.03: 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 6.04: 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 6.05: 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 6.06: 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 6.07: 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 6.08: 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 6.12.

Section 6.09: 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 6.10: To accommodate short-term needs when apprentices are unavailable, the JATC shall assign un-indentured workers who meet the basic qualifications 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 6.11: 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. (See Article IV Section 4.03(b).)

Section 6.12: 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 6.13: 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 6.14: 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 6.15: 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 6.16: 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.

(It is the intent of the parties that when the Trust Fund reserves reach \$100,000.00 the contribution rate will be reduced to 20 cents per hour worked until the Reserve Fund drops to \$50,000.00, at which time the contribution rate will revert to 24 cents per hour worked.)

ARTICLE VII

Vacation

Section 7.01: 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 shall forward the amount of individual deductions from each employee as shown on the monthly payroll report. The deductions shall be forwarded monthly to the Austin Electrical Vacation Trust Fund at 4818 E. Ben White Blvd., Austin, Texas 78741

The payment and payroll report shall be mailed to reach the Trustees or their designated agent no later than the 15th day of the month following the end of each benefit period.

Section 7.02: Each employee working under the terms of this Agreement shall be allowed to take two (2) weeks of annual vacation between February 1st and January 31st.

Section 7.03 The Employer and employee shall follow the rules as set forth by the Vacation Plan Trustees. Violation of these rules shall be deemed a violation of this Agreement.

ARTICLE VIII

Industry Fund

Section 8.01: 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 IX

Annuity Plan

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, that effective June 2, 2008, the Employer will forward to the Annuity Plan an amount equal to the percentage levels per Appendix B (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 X

401 (k) Savings Plan

Effective June 4, 1997 all employers signatory to this Agreement and/or employing workmen under the terms of this Agreement, shall deduct from each employee's Gross Weekly Payroll of employees who wish to participate, a voluntary deductible amount to be deposited into a 401(K) savings plan, upon the written request of each employee. Employees may enroll at the beginning of the employment with an Employer and enroll or change withholding each year during the month of January or July. Withholding will be made effective on the first payroll of the following month.

ARTICLE XI

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 as per 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 \$3.95 per hour of increases declared by the Trustees of the Plan. Any increases above \$3.95 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 XII

Labor Management Cooperative Committee

T.E.A.M.S.

Section 12.01: The parties agree to participate in the Labor Management Cooperation Fund under the 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, 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 12.02: The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 12.03: Each employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and 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 12.04: 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 XIII

National Labor Management Cooperative Committee

Section 13.01: 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 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 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 13.02: 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 13.03: Each employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and 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 13.04: 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 XIV

P.A.C. Fund

The Employer 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 contributions on the forms provided for that purpose by IBEW-COPE.

The deductions will be made monthly and reported and remitted in accordance with Article IV, Section 11 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 any claims, suits, or any other form of liability as a result of making payroll deductions described above.

ARTICLE XV

Administrative Maintenance Fund

Effective January 1, 2001, all employers signatory to this labor agreement with the Central Texas Chapter, NECA designated as their collective bargaining agent shall contribute \$.10 per hour for each hour worked by each employee covered by this labor agreement to the Administrative Maintenance Fund (AMF). The monies are for the purpose of administration of the collective bargaining agreement, grievance handling and all other management duties and responsibilities in this agreement. The collection and administration of the funds shall be the sole responsibility of the employers. No part of the funds collected shall be used for any purpose that is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its local unions.

ARTICLE XVI

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

ARTICLE XVII

Non-Discrimination

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

Article XVIII

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 XIX

CODE OF EXCELLENCE

Section 19.01. 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.

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 the applicable laws.

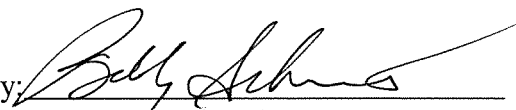
SIGNED FOR THE UNION:

SIGNED FOR THE EMPLOYER:

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

SCHMIDT ELECTRIC COMPANY LP

By: 
David Adamson
Business Manager/Financial Secretary

By: 
Bobby Schmidt
President

Date 07/28/2008



