

Collective Bargaining Agreement

**Inside Commercial Agreement
For The Electrical Construction Industry**

By and Between

International Brotherhood of Electrical Workers

Local Union 607, Shamokin, PA

And

Penn-Del-Jersey Chapter of NECA

Shamokin Division

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PRINCIPLE AGREEMENT

Agreement by and between the Shamokin Division of the Penn-Del-Jersey Chapter of the National Electrical Contractors Association and Local Union 607, of the International Brotherhood of Electrical Workers.

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

As used hereinafter in this Agreement, the term Chapter shall mean the Penn-Del-Jersey Chapter of the National Electrical Contractors Association and the term "Union" shall mean Local Union 607, IBEW.

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

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

EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

SECTION 1.01

This Agreement shall take effect September 1, 2018 and shall remain in effect until August 31, 2021 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1st through August 31st of each year, unless changed or terminated in the way later provided herein.

SECTION 1.02

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

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

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

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

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

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

SECTION 1.03

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

SECTION 1.04

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

SECTION 1.05

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

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 matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

SECTION 2.01

No member of Local Union 607, IBEW while he remains a member of such local and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

SECTION 2.02

(a) The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contractors Industry on work covered by this Agreement, any better terms or conditions than those set forth by 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.

(b) "The Union understands the Employer is responsible to perform 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 numbers and kinds 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 Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause".

SECTION 2.03

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 2.04

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

SECTION 2.05

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

SECTION 2.06

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 Pennsylvania Unemployment Compensation Commission.

SECTION 2.07

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

SECTION 2.08

This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so; but no removal shall take place until notice is first given to the Employer involved.

SECTION 2.09

When such removal takes place, the Union, or its representatives shall direct the workmen on such jobs to carefully put away any tools, materials, equipment, or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for these by the Employer.

SECTION 2.10

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

The subletting, assigning or transfer by an individual employer of any work or 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 its employees or any electrical work in the jurisdiction of this or any other local union to be performed at the site of the construction, alterations, painting or repair of a building structure or other work, will be deemed a material breach of this Agreement.

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

(b) Should any Employer at any time during the term of this Agreement, or any extension thereof, fail to meet his payroll, including fringe benefits and all funds deducted from employee's wages, he shall thereafter furnish a cash bond or certified check the sum of \$50,000.00, before the Union shall again furnish him workmen. Said bond or certified check to be held by any bank acceptable by both Employer and Union Executive Board. Any and all bank interest derived from said bond or certified check, while on deposit, shall be credited to the Contractor supplying same. This bond in case of recurrence of the failure to meet payroll, including fringe benefits, shall be used by the said bank to pay wages and fringe due upon order furnished by the Union and signed by each employee involved, under the terms of this contract.

The bond provided herein shall be non-cancelable except by permission of the Union and shall provide for immediate payment of all wages and fringe benefits due workmen under the terms of this Agreement.

SECTION 2.11

The employer shall have the right to call a Foreman by name provided:

- (a) The employee has not quit his previous employer within the past two weeks.
- (b) The employer shall notify the business manager in writing of the name of the individual who is 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.
- (c) 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 2.12

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

All local union 607 apprenticeship trainees shall be required to attend the OSHA 30 hour course and NFPA-70E training course as part of the mandatory apprenticeship curriculum. Journeymen Wiremen are recommended to attend OSHA 30 hour and NFPA-70E training.

SECTION 2.14

Employers engaged in joint-venture jobs shall be considered as a new and separate individual Employer, with all rights herein as they apply to an individual participating Employer. The new Joint-Venture Employer may bring a combination of 4 employees' (maximum) under the standard portability language. There shall be no transfer of workers between the new joint-venture employer and any or all of the Employers comprising the joint-venture unless done in accordance with portability language

SECTION 2.15

Employers shall not loan their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skills are not available through the Referral Procedure.

ARTICLE III

HOURS - WAGE PAYMENT - WORKING CONDITIONS

SECTION 3.01

Eight hours work between the hours of 8:00 A.M. and 4:30 P.M., with thirty minutes for lunch period between 12:00 and 12:30 shall constitute the workday. Five such days, Monday through Friday, shall constitute the workweek. The normal workday may be varied by no more than two (2) hours by mutual agreement between the Union and the Employer. Once the starting time and quitting time is established A FIVE (5) DAY Notice of any change shall be required.

SECTION 3.02

Worked performed for the first two hours of overtime Monday through Friday and the first eight hours on Saturday shall be paid at one and one-half (1 1/2) times the straight time hourly rate. Over ten (10) hours Monday through Friday and over eight (8) hours on Saturday, all day Sunday, and the following holidays, New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, shall be paid for at the rate of double time. Holidays will be celebrated to coincide with the Federal Government. If a Holiday falls on a Saturday, it will be celebrated on Friday. If a Holiday falls on Sunday, it will be celebrated on Monday.

SECTION 3.03

Emergency, maintenance or repair work for other than new construction will be compensated for at the rate of one and one-half (1 1/2) times the regular straight time hourly rate for overtime and Saturday and Sunday work.

- (a) The term "emergency" as used herein shall mean: an unforeseen occurrence.
- (b) The term "maintenance" as used herein shall mean: the act of keeping property or integral parts thereof in existence or to provide for its continuance.
- (c) The term "repair work" as used herein shall mean: to restore something which has been decayed or damaged to a good or sound condition as distinguished from replacement of the element involved except where a repair can only be affected by replacement.
- (d) The installation, maintenance, connecting, and repairing of all wiring for temporary lighting, heat, or power shall be done by workers employed under the terms of this Agreement as long as the scope of this work is included in the employers' contract

SECTION 3.04

When so elected by the Contractor, multiple shifts of at least five-(5) day's duration may be worked. When two (2) or three (3) shifts are worked:

- (a) 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 worked.
- (b) The second shift (Swing Shift) shall be worked between the hours of 4:30 P.M. and 12:30 P.M. Workmen on the (Swing Shift) shall receive eight (8) hours pay at the regular hourly rate plus seven and one-half percent 7.5% for seven and one-half (7 1/2) hours worked". Benefits are to be paid based on an eight-(8) hour shift.
- (c) The third shift (Graveyard Shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the (Graveyard Shift) shall receive eight hours pay at regular hourly rate plus fifteen percent 15% for seven-(7) hours' work. Benefits are to be paid based on an eight-(8) hour shift.
- (d) A lunch period of thirty (30) minutes shall be allowed on each shift. A thirty (30) minute paid lunch must be granted at six (6) hour intervals when workmen are employed beyond twelve-thirty (12:30) PM in any one given day. Overtime is to be paid as per Section 3.02.
- (e) There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked."

SECTION 3.05

The Employer, with 24-hour prior notice to the Union, may institute a workweek consisting of four consecutive 10-hour days between the hours of 7 a.m. and 6 p.m., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight hours must be scheduled. After 10 hours in a workday, or 40 hours in a workweek, overtime shall be paid.

SECTION 3.06

Workmen shall report to shop or job at the regular starting time and remain at work during the regular working hours unless otherwise ordered by the Employer.

SECTION 3.07

The Employer shall furnish transportation, board and all other necessary expenses on all jobs located outside the jurisdiction of the local union.

SECTION 3.08

(a) Wages shall be paid in cash or by check weekly not later than quitting time on Friday, and not more than two (2) days wages may be withheld at any time. Wages shall be paid during regular working hours on the job. When an Employer pays by check and a legal holiday falls on the regular payday, the Employer shall pay the day proceeding the holiday. Waiting time for wages shall be charged at the regular rate of wages.

(b) Employees may voluntarily allow 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 except upon 14-day advance written notification between the employee and employer with notification copied to the union.

SECTION 3.09

The workmen must be given at least one (1) hour notice when being discharged or laid off and paid for that hour at the time of the notice. When said workmen are laid off or discharged they shall be paid no later than the end of the regular workday. Waiting time at the regular straight time rate shall be charged until such payment is made, but waiting time may not exceed eight (8) hours in any one 24 hour period. (Lay off is Pay off.)

SECTION 3.10

All workmen working under this Agreement shall abide by the safety regulations under Federal Law by William-Steiger O.S.H.A. Act of 1970 under the U.S. Department of Labor.

SECTION 3.11

No traveling time shall be paid to workmen traveling to or from the job in the jurisdiction of the Union when workmen are ordered to report to the job. The

Employer shall furnish transportation to and from all jobs within the jurisdiction of the Union on maintenance work.

SECTION 3.12

No workmen shall use any automobile or motorcycle or other vehicle in a manner considered to be unfair to other workmen, or against the interest of the Union.

SECTION 3.13

a) When one (1) or more workmen are employed on any job, one (1) Journeyman shall be designated as the Foreman. The Foreman may work with the tools until nine (9) workmen are employed, including himself; when the ninth (9) man is employed the Foreman shall become a non-working Foreman.

- 1) At no time shall a Foreman, handle more than eight (8) men.
- 2) A Foreman is required to be an Inside Journeyman Wireman
- 3) A non-working Foreman may occasionally assist the workmen when the need arises.

b) When Thirty-Two (32) men are employed on any job, a General Foreman shall be appointed in addition to the required number of Foremen.

- 1) At no time shall a General Foreman, handle more than Four (4) Foremen.
- 2) A General Foreman is required to be an Inside Journeyman Wireman

# Workman	Foreman	General Foreman	Total # Workers
1	1	0	2
8	1	0	9
16	2	0	18
24	3	1	28
32	4	1	37
40	5	2	47
48	6	2	56
56	7	2	65
64	8	2	74
72	9	3	84
80	10	3	93
88	11	3	102
96	12	3	111
104	13	4	121
112	14	4	130
120	15	4	139
128	16	4	148
136	17	5	158

SECTION 3.14

For every five (5) Journeymen employed on any job at least one (1) Journeymen shall be fifty years of age or older if available.

SECTION 3.15

No Journeyman or Apprentice shall move his or the employer's tools or materials from job to job, or job to shop on their own time. Journeymen shall provide themselves with the following tools:

- | | | |
|-------------------------------|-----------------------------|-----------------------------|
| Tool Pouch & Belt | Plumb Bob | 9 inch wireman’s plier |
| 6 foot folding ruler | Pencil | (2) 9 inch slip joint plier |
| 25 foot x 3/4” measuring tape | Continuity & Voltage Tester | Assorted screw drivers |
| 9 inch magnetic torpedo level | 12 inch hacksaw frame | 8 inch adjustable wrench |
| 12 inch combination square | Wood Chisel | 14 inch pipe wrench |
| Electricians Pocket Knife | Center Punch | Set of open end wrenches |
| Flashlight | Electrician’s Hammer | Wood drilling bits |

SECTION 3.16

Workmen shall be held responsible for the Employer's tools and equipment, providing the Employer furnishes a toolbox with proper lock or other safe for storing such tools or equipment.

SECTION 3.17

The Employer agrees to provide a suitable place on the job for the storage of workers' tools and clothes. If the Employer provides and employee utilizes proper facilities for storage of tools, but loss or theft of any employee tool(s) occurs the Employer shall replace lost or stolen tool(s) with the same tool(s) by the same manufacturer(s) or provide to the employee monetary reimbursement up to \$800. Heat will be provided when needed. In case of fire on the job, the employer shall settle all fire loss for the benefit of himself and his employees. Employees required to work outside in rainy weather (only in case of emergency) will be furnished rain gear by the employer. The Employer's job headquarters on every project must have a completely equipped Class "A" First Aid Kit at all times. Employer will provide all protective clothing, tools, equipment, and materials such as, but not limited to: Hard Hats, Safety Glasses, Gloves, Arc Flash gear as required by the latest addition of the NFPA-70e requirement for energized work.

SECTION 3.18

Workmen shall install electrical work in accord with the municipal rules and requirements; also the contract specifications and in a safe and workman-like manner.

SECTION 3.19

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

SECTION 3.20

When men are directed to report on a job and do not start due to weather conditions, lack of materials or other causes beyond their control, they shall receive two-(2) hours pay.

SECTION 3.21

The representatives of the Union shall be allowed access to any shop or jobs at any reasonable time where members of the Union are employed.

SECTION 3.22

The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

SECTION 3.23

Workmen are not to take directions or orders, or accept the layout of any job from anyone except their immediate foreman.

SECTION 3.24

When pipe cutting and threading machines are used, such machines shall be operated by a journeyman or apprentice under journeyman direction. All cutting, threading and bending of conduit, to be used in jurisdiction of Local Union, shall be done by IBEW members.

SECTION 3.25

All pulling of wire or cable shall be done by hand, by manually operated winch or by power drive as is within the jurisdictional rights of IBEW.

SECTION 3.26

No period of employment shall consist of less than four (4) consecutive hours.

SECTION 3.27

Journeyman Wireman shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications. When necessary to use temporary light and/or power on any foundation or building work, such temporary work shall be installed in a safe manner under the terms of this agreement.

SECTION 3.28

The Union shall have the right to appoint a shop steward at any shop, or on any job where members of the Union are employed, who shall see to it that the all sections of this Agreement are enforced in his shop or on his job, for which he shall at all times be held responsible by this Union. At no time shall the shop or job steward be discriminated against for the faithful performance of his duties. Workmen shall not leave any job because of a dispute that may exist for any reason unless such permission is granted by the Business Manager of the Union or his designated representative. All members appointed as Stewards shall be required to have had Steward training or signed-up for such training provided by the International Office of the IBEW. Failure to attend training when offered shall be reason for replacement at any shop, or on any project.

SECTION 3.29

The foreman and stewards shall be notified two (2) hours prior to the regular quitting time for men to work overtime except in case of a breakdown.

SECTION 3.30

On all energized circuits or where safety requires, two or more journeymen shall work together and abide by all regulations of the NFPA 70-E.

SECTION 3.31

The minimum base hourly wage rate shall be:

	<u>9/1/18 - 8/31/19</u>	<u>9/1/19 - 8/31/20</u>	<u>9/1/20 - 8/31/21</u>
Journeyman Wireman	\$33.15	\$34.15	\$35.15

All other classifications are detailed on Page 12 Wage and Benefit Sheet

SECTION 3.32

The minimum base hourly Fringe Benefit rates shall be:

	<u>9/1/18 - 8/31/19</u>	<u>9/1/19 - 8/31/20</u>	<u>9/1/20 - 8/31/21</u>
Health & Welfare Fund	\$10.65	\$10.65	\$10.65
Local Union Pension	\$6.00	\$6.30	\$6.60
Local Union Annuity	\$5.80	\$6.15	\$6.55
Apprenticeship & Training	\$0.42	\$0.49	\$0.56
NLMCC	\$0.01	\$0.01	\$0.01
NEBF	3%of gross	3%of gross	3%of gross
SECAF	.5%of gross	.5%of gross	.5%of gross
NEIF	.25%of gross	.25%of gross	.25%of gross
Pac Fund	\$0.01	\$0.01	\$0.01

All Benefits shall be paid as hours worked for all work performed after the established eight (8) hour work day

Refer to; Page 12 Wage and Benefit Sheet for detailed amounts

(Updates shall correspond with all changes made to this section)



**Inside Commercial Agreement for the
Electrical Construction Industry**
International Brotherhood of Electrical Workers
Local Union 607, Shamokin, PA
Penn-Del-Jersey Chapter of NECA Shamokin Division



EFFECTIVE DATE: SEPTEMBER 1, 2018

ANNIVERSARY DATE: AUGUST 31, 2021

<u>COMMERCIAL WAGE RATES</u>	<u>9/1/18-8/31/19</u>	<u>9/1/19-8/31/20</u>	<u>9/1/20-8/31/21</u>
JOURNEYMAN WIREMAN WAGE RATE	\$33.15	\$34.15	\$35.15
JOURNEYMAN WIREMAN FRINGE BENEFIT	\$24.12	\$24.88	\$25.69
TOTAL WAGE & FRINGE BENEFIT RATE	\$57.27	\$59.03	\$60.84
FRINGE BENEFIT FUNDS			
IBEW 607 MEDICAL FUND	\$10.65	\$10.65	\$10.65
*IBEW 607 PENSION FUND *(exclude APPRENTICE 1 ST & 2 ND PERIOD)	\$6.00	\$6.30	\$6.60
*IBEW 607 ANNUITY FUND *(exclude APPRENTICE 1 ST & 2 ND PERIOD)	\$5.80	\$6.15	\$6.55
IBEW/NECA (Apprentice Training)	\$0.42	\$0.49	\$0.56
NECA (NLMCC)	\$0.01	\$0.01	\$0.01
NECA (NEBF)	3% of Gross	3% of Gross	3% of Gross
NECA (NEIF)	.25% of Gross	.25% of Gross	.25% of Gross
NECA (SECAF)	.5% of Gross	.5% of Gross	.5% of Gross
ALL LISTED CLASSIFICATIONS *(exclude APPRENTICE 1ST & 2ND PERIOD)	\$22.88+3.75%	\$23.60+3.75%	\$24.37+3.75%
APPRENTICE 1ST & 2ND PERIOD ONLY	\$11.08+3.75%	\$11.15+3.75%	\$11.22+3.75%
PREMIUM WAGE RATES			
CABLE SPLICER	\$34.65	\$35.65	\$36.65
FOREMAN (1-9 employed) 100% JW rate +\$3.00	\$36.15	\$37.15	\$38.15
LEAD FOREMAN (10-27 employed) 100% JW rate +\$4.00	\$37.15	\$38.15	\$39.15
GENERAL FOREMAN (28 or more employed) 100% JW rate +\$4.50	\$37.65	\$38.65	\$39.65
APPRENTICE WAGE RATES			
APPRENTICE PERIOD 1 (1-1000 hours)	\$13.26	\$13.66	\$14.06
APPRENTICE PERIOD 2 (1001-2000 hours)	\$14.92	\$15.37	\$15.82
APPRENTICE PERIOD 3 (2001-3500 hours)	\$16.58	\$17.08	\$17.58
APPRENTICE PERIOD 4 (3501-5000 hours)	\$19.89	\$20.49	\$21.09
APPRENTICE PERIOD 5 (5001-6500 hours)	\$23.21	\$23.91	\$24.61
APPRENTICE PERIOD 6 (6501-8000 hours)	\$26.52	\$27.32	\$28.12

***Please take note:** Apprentice Period (1&2) IBEW 607 BENEFIT FUNDS CONTRIBUTION EXCLUSION

EMPLOYEE CHECK-OFF:

IBEW COPE Fund voluntary Deduction \$0.01 per hour

IBEW 607 General Fund Working Dues Deduction 6% of Gross Wage

****Please take note:** Apprentice Period (1) is exempt from the Working Dues Deduction

SECTION 3.33

There shall be no condition or circumstance that shall allow an employer to place an employee on any project in the jurisdiction of local union 607 to work overtime until all the employees on the project have been offered the opportunity to work the overtime.

When it is necessary to man the project with additional employee(s) on a project in addition to the regular crew to work overtime the Employer is require to distribute overtime equally to the entire workforce. The exception shall be a requirement of specialty skills or certification required to do the work.

SECTION 3.34

Prefabrication of electrical materials, except standard catalogue items, shall be performed by workmen employed under the terms of an IBEW Collective Bargaining Agreement. Standard catalogue items do not include items made to the special specifications of the Employer or the Customer

SECTION 3.35

Use of cell phone, PDA or communication devices during working-hours is restricted to Meal breaks and scheduled breaks.

- (a) An employee shall not carry a personal cell phone, PDA & communication device
- (b) Use of a company supplied cell phone is restricted to company business
- (c) Use of a cell phone by a Steward is restricted to jobsite issues
- (d) Access or use of a restricted device during work-hours requires prior approval by the employer and shall only be requested when acute circumstances deem such use as necessary

SECTION 3.36

All Foremen and General Foremen shall have completed OSHA 30. All Foreman and General Foreman without OSHA 30 will have until August 31, 2019 to complete the training.

SECTION 3.37

The employer agrees to provide payment for all testing; Background, Drug, Alcohol, or any other testing that is a requirement of the employer or is a condition of employment for a job location.

**ARTICLE IV
REFERRAL PROCEDURE**

SECTION 4.01

In the interest of maintaining an efficient system of production in the industry providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of 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 4.02

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

SECTION 4.03

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

SECTION 4.04

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

SECTION 4.05

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

JOURNEYMAN WIREMAN - JOURNEYMAN TECHNICIAN

GROUP I

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

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

GROUP II

All applicants for employment who have four or more years' experience in the trade, and who have passed a Journeyman'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 4.06

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

SECTION 4.07

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

SECTION 4.08

“Normal construction labor market” is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes that area from which the normal labor supply is secured:

In the State of Pennsylvania:

Columbia County: the entire county except Berwick Borough

Montour County: The entire county

Northumberland County: The entire county except Delaware, Lewis and Turbot Townships, and the Borough of Milton

Schuylkill County: Upper Mahantango, Eldred, Butler, Barry, Hegins, Union, New Castle, East Norwegian, Cass, Branch, Foster, Reilly, Frailey, Hubley, Porter Townships and Frackville Borough in their entirety and that portion of Norwegian Township north of U.S. Highway 209 from Branch Township to Pottsville.

Snyder County: That portion north of U.S. Highway 522 and Selinsgrove Borough.

Union County: East Buffalo and Union Townships and Lewisburg Borough.

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

SECTION 4.09

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

SECTION 4.10

An “Examination” shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the 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 4.11

The Union shall maintain an “Out of Work List” which shall list the applicants within each group in chronological order of the dates they registered their availability for employment.

SECTION 4.12

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

SECTION 4.13(A)

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

SECTION 4.13(B)

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

SECTION 4.14

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 registration 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 requirement provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such coverage reference can be made.

SECTION 4.15

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 of these members.

SECTION 4.16

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 of the Local Union of Sections 4.04 through 4.14 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision of any such complaint, which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedure 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 decision shall be in accord with this Agreement.

SECTION 4.17

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 4.18

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 Employer who are parties to this Agreement.

SECTION 4.19

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

SECTION 4.20

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 the special skill requirement as provided for in Section 4.14 (a) is required.

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

(d) Employer shall send termination notice to the Local Union office and give said notice to employee. Notice shall state the name of the employee, reason for termination, date of hire, and date of termination.

ARTICLE V
APPRENTICESHIP AND TRAINING
SECTION 5.01

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

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

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

SECTION 5.02

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

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

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

SECTION 5.03

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

SECTION 5.04

There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs such as residential or 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 committee member may or may not be a member of the JATC.

SECTION 5.05

The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the 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 5.06

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

SECTION 5.07

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

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

SECTION 5.08

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

SECTION 5.09

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

SECTION 5.10

To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignments. Unindentured workers shall be used to meet job sites 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 (2000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that 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 hour of apprenticeship.

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

SECTION 5.11

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

SECTION 5.12

Each job site shall be allowed a ratio of;

	2 Apprentices for every 3 Journeyman Wiremen	
Number of Journeyman		Maximum Number of Apprentices
2 to 3		2
4 to 6		4
etc.		etc.

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

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

SECTION 5.13

An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employers designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices, who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

SECTION 5.14

Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

SECTION 5.15

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

SECTION 5.16

All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. 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. Contribution rates shall be equal to:

- September 1, 2018 through August 31, 2019 - \$0.42 per hour worked
- September 1, 2019 through August 31, 2020 - \$0.49 per hour worked
- September 1, 2020 through August 31, 2021 - \$0.56 per hour worked

ARTICLE VI
RELATED WORK RULE
SECTION 6.01

Each Employee shall be entitled to a ten (10) minute coffee break on or about mid-morning of each day worked. Second and Third shifts shall also be granted a ten (10) minute coffee break with a suitable time agreeable with the employees.

**ARTICLE VII
HEALTH AND WELFARE**

SECTION 7.01

It is further agreed to by the parties hereto, to establish the Local Union 607, IBEW Health and Welfare Fund for the benefit of the workers covered by this agreement, with the benefits that will be determined by the Trustees.

Each employee in the jurisdiction of Local Union 607, Shamokin, Pennsylvania and vicinity, shall be paid, by the employer, which the individual Employer shall contribute and forward monthly to Local Union 607 Health and Welfare Trust Fund an amount equal to;

September 1, 2018 through August 31, 2019 - \$10.65 per hour worked
September 1, 2019 through August 31, 2020 - \$10.65 per hour worked
September 1, 2020 through August 31, 2021 - \$10.65 per hour worked

which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the designated agent for transmittal to such bank as the Trustees so designate not later than 15 calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Health and Welfare Agreement.

SECTION 7.02

(a) The failure of an individual Employer to comply with the provisions of Sections 7.01 shall also constitute a breach of this labor agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contribution to such funds which have resulted from the violation.

(b) 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 (a) 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 costs of the litigation which have resulted from the bringing of such court action.

**ARTICLE VIII
PENSION**

SECTION 8.01

It is further agreed by the parties hereto, to establish the IBEW Local Union 607 Pension Trust Fund for the benefit of the workers covered by this Agreement, with the benefits that will be determined by the Trustees.

Each employee in the jurisdiction of Local Union 607, Shamokin, Pennsylvania and vicinity, shall be paid, by the employer, which the individual Employer shall contribute and forward monthly to Local Union 607 Pension Trust Fund an amount equal to;

September 1, 2018 through August 31, 2019 - \$6.00 per hour worked
September 1, 2019 through August 31, 2020 - \$6.30 per hour worked
September 1, 2020 through August 31, 2021 - \$6.60 per hour worked

which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the designated agent for transmittal to such bank as the Trustees so designate not later than 15 calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Pension Agreement.

SECTION 8.02

(a) The failure of an individual Employer to comply with the provisions of Sections 8.01 shall also constitute a breach of this labor agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contribution to such funds which have resulted from the violation.

(b) 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 (a) 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 costs of the litigation which have resulted from the bringing of such court action.

**ARTICLE IX
ANNUITY**

SECTION 9.01

It is further agreed to by the parties hereto, to establish the Local Union 607, IBEW Annuity Fund for the benefit of the workers covered by this agreement, with the benefits that will be determined by the Trustees.

Each employee in the jurisdiction of Local Union 607, Shamokin, Pennsylvania and vicinity, shall be paid, by the employer, which the individual Employer shall contribute and forward monthly to Local Union 607 Annuity Fund an amount equal to;

September 1, 2018 through August 31, 2019- \$5.80 per hour worked

September 1, 2019 through August 31, 2020- \$6.15 per hour worked

September 1, 2020 through August 31, 2021- \$6.55 per hour worked

which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the designated agent for transmittal to such bank as the Trustees so designate not later than 15 calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Health and Welfare Agreement.

SECTION 9.02

(a) The failure of an individual Employer to comply with the provisions of Sections 10.01 shall also constitute a breach of this labor agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contribution to such funds which have resulted from the violation.

(b) 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 (a) 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 costs of the litigation which have resulted from the bringing of such court action.

ARTICLE X
WORKING DUES DEDUCTIONS

SECTION 10.01

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.

These payments to be made no later than fifteen (15) calendar days following the end of each calendar month to Local Union 607, IBEW, 25 S 5th Street, Shamokin Pennsylvania 17872. The Union agrees to save the Employer harmless from any action growing out of the disposition of funds deducted once they have been received by the Local Union.

**ARTICLE XI
JURISDICTION - INSIDE**

SECTION 11.01

The Employer recognizes the IBEW as having jurisdiction over installation, operation, maintenance and repair of all electrical wiring and electrical equipment used in the construction, alterations and repair of buildings, structures, bridges, street and highway work, tunnels, subways, shafts, dams, river and harbor work, airports, mines, all electrical raceways for electrical wires and cables, and such other work as by custom has been performed by members of the IBEW when determined to be within the inside branch in accordance with Section 12.04 below.

SECTION 11.02

All electrical work as defined in Section 12.01 and all equipment, tools, supports, materials and temporary light and power work used to accomplish such electrical work shall be performed by workmen covered by this Agreement.

SECTION 11.03

On any job where there is a vehicle such as a pickup, panel truck, etc., and these vehicles are used for transportation of men and /or material on the job site, and these vehicles remain on the job site in the performance of electrical work, these vehicles shall be operated by workmen covered by this Agreement.

SECTION 11.04

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

SEPARABILITY CLAUSE

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

ARTICLE XII
FUNDS REQUIRED PAYMENTS

SECTION 12.01

Employer shall contribute to the Health and Welfare Fund, Pension Fund, Annuity Fund, Apprenticeship Training Fund, National Electrical Benefit Fund, and any Fund established by Union and Employer pursuant to Section 302 (c) (5) of the Labor-Management Relations Act.

SECTION 12.02

All agreements, declarations of trusts, or plan documents of the funds to which the Employer must contribute under Articles V, VII, VIII, IX, X, XI, XVII as they exist at the signing of this Agreement or amended thereafter are incorporated therein.

SECTION 12.03

If Employer fails to make contributions to the Funds, when same shall be due and payable, it shall be considered delinquent and in breach of this Agreement and shall pay, as an additional amount to cover bookkeeping costs and other incidental expenses the sum of twenty (\$20.00) Dollars, or ten (10%) percent of the amount of the delinquent payment, whichever is greater, plus interest at the rate of one and one-half percent per month until paid to each fund. In addition, Employer shall be liable for reasonable expenses, including attorney's fees and accountant fees, incurred by each fund in the collection of Employer's contributions.

SECTION 12.04

Employer may be required to post a \$20,000.00 cash bond or other form of security to cover Fund contributions, required to be made under this Agreement.

The necessity of posting bond, the amount of and the form of the bond posted, and the type of surety, shall be subject to the approval of the governing bodies of the Funds.

SECTION 12.05

Should any Employer at any time during the term of this Agreement, or any extension thereof, fail to meet his payroll, including fringe benefits and all funds deducted from employee's wages, he shall thereafter furnish a cash bond or certified check the sum of \$50,000.00, before the Union shall again furnish him workmen. Said bond or certified check to be held by any bank acceptable by both Employer and Union Executive Board. Any and all bank interest derived from said bond or certified check, while on deposit, shall be credited to the Contractor supplying same. This bond in case of recurrence of the failure to meet payroll, including fringe benefits, shall be used by the said bank to pay wages and fringe due upon order furnished by the Union and signed by each employee involved, under the terms of this contract.

The bond provided herein shall be non-cancelable except by permission of the Union and shall provide for immediate payment of all wages and fringe benefits due workmen under the terms of this Agreement.

SECTION 12.06

Contributions and payments that Employer is required to make under this Agreement to the Funds shall be made monthly, and shall be accompanied by a report in the form prescribed by the Funds. Contributions and payments and report for each month shall be postmarked on or before the 15th day of the following month.

ARTICLE XIII

LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)

SECTION 13.01

The parties agree to participate in the Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purpose of this Fund includes 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 organization effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor program which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (7) to engage in public education and other programs to expand the economic development of the electrical industry;
- (8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- (9) to engage in any 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 LMCC, as provided in said Agreement and Declaration of Trust.

SECTION 13.03

Each employer shall contribute _____ (___¢) per hour worked under this Agreement. 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 Penn-Del-Jersey 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 (\$20.00), 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 amounts shall be added to and become 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
ADMINISTRATIVE FUND

SECTION 14.01

Each Employer covered by this Agreement will contribute to the Administrative Fund ½ of 1% of their gross labor payroll effective September 1, 2003 for all work covered by this Agreement. The Fund will be administered solely by the Association and will be utilized to pay for Management's costs of the labor contract administration including negotiations, disputes and grievance representation and for other administrative functions and expenses required of management, including service on fringe benefit funds.

Further, from time to time it will be utilized for promotion of the electrical contracting industry and the enhancement of labor relations in Central Pennsylvania.

No part of the funds collected under this trust will be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its Local Unions.

Payment will be forwarded monthly to the designated depository 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 labor was performed. Failure to do so will be considered a breach of this Agreement by the individual Employer.

Enforcement for delinquent payments to the Fund will be the sole responsibility of the Fund or the employers and not the Local Union.

**ARTICLE XV
NATIONAL ELECTRICAL INDUSTRY FUND**

SECTION 15.01

Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than $\frac{1}{4}$ of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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.

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.

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**ARTICLE XVI
NEBF**

SECTION 16.01

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

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

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

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

SECTION 16.02

(a) The failure of an individual Employer to comply with the provisions of Sections 17.01 shall also constitute a breach of this labor agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contribution to such funds which have resulted from the violation.

(b) 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 (a) 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 costs of the litigation which have resulted from the bringing of such court action.

**ARTICLE XVII
SAFETY**

SECTION 17.01

There shall be a Joint Safety Committee consisting of three members representing the Chapter and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable federal or state laws. Such rules and the other safety rules provided in this Article are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

SECTION 17.02

It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

SECTION 17.03

Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Chapter and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

SECTION 17.04

Neither the Union, nor any member of the Committee, nor any employee representative performing safety- or health-related functions under this Agreement, shall be liable to any Employer, to any employee, or to any other person for any act or failure to act in the capacity of an employee representative or committee member.

SECTION 17.05

Two Journeymen shall work together on all energized circuits of 440 volts AC or 250 Volts DC or respective higher voltages. Journeymen shall be used in assisting a Journeyman Wireman while splicing cable.

SECTION 17.06

Cable Splicer's shall not be required to work on wires or cables when the difference in potentials is over 200 Volts between any two conductors or between any conductor or ground unless assisted by one Journeyman. In no case shall Cable Splicer's be required to work on energized cables carrying in excess of 480 Volts.

SECTION 17.07

No employees shall be compelled to use a powder-actuated tool. Only qualified employees shall be permitted to use powder-actuated tools.

SECTION 17.08

The Employer shall furnish all safety equipment, excluding steel-toed shoes, when such are required and shall also furnish proper individual protective gear to workers engaged in burning and welding operations.

SECTION 17.09

The safe work practices that are in effect on utility company property that are more stringent than those in this Agreement shall apply to work performed on that property under the terms of this Agreement.

SECTION 17.10

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

ARTICLE XVIII
SUBSTANCE ABUSE

SECTION 18.01

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

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE (NLMCC)

SECTION 19.01

The parties agree to participate in the Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purpose of this Fund includes 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 organization effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor program 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 industry;
- (9) to enhance the involvement of workers in making decisions that affect their working lives; and,
- (10) to engage in any lawful activities incidental or related to the accomplishment of these purposes and goals.

SECTION 19.02

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 19.03

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

SECTION 19.04

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 (\$20.00), 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 amounts shall be added to and become 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 XX
CODE OF EXCELLENCE

SECTION 20.01

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

ARTICLE XXI
SOLAR & WIND POWER GENERATION

SECTION 21.01

The intent and purpose of this Article is to identify the jurisdictional rights of the Journeyman Electrician to install, repair, and maintain Solar and Wind generation systems, including all support structures and components, installation of conduit, raceways, panels, pulling wire and make terminations . Development of new technologies requires necessary job skills and abilities processed by a Journeyman Wireman and therefore shall include all work associated with the Solar and Wind Generation industry with the exception of a structural support that is an integral part of the support for a build or roof .

SECTION 21.02

Local standards allow for individuals registered in a certified apprentice training program to be employed under the supervision of a Journeyman Wireman. Any new classification established by the IBEW to address market concerns shall be negotiated for specific ratios and rates.

(a) The Inside Journeyman Wireman classification and the NJATC Standardized Apprentice Wireman Training Course have been recognized and Certified by the Federal or State Departments of Labor.

SECTION 21.03

The JATC commitment to training promotes and provides training classes on a regular basis to help meet the needs of the new and developing technology. This training shall be provided for individuals seeking to enhance their trade knowledge and skills. The JATC promotes and encourage the use of NJATC courses. The JATC also offers classes or courses approved by the NJATC the continually upgrade the requirements of the electrical industry.

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Collective Bargaining Agreement

Inside Commercial Agreement

For The Electrical Construction Industry

Signed for the Employer
Shamokin Division
Penn-Del-Jersey Chapter of NECA

Signed for Local Union 607
International Brotherhood
of Electrical Workers

Jeffrey Scarpello
Chapter Manager
Penn-Del-Jersey Chapter of NECA

Robert F. Phillips
President
LU 607 IBEW

James Kofskie,
Chairman Shamokin Division NECA
Mariano Electrical

Mike Bednar
Vice-President
LU 607 IBEW

Thomas McNulty,
Representative
Penn-Del-Jersey Chapter of NECA

Russell F. Nahodil
Treasurer
LU 607 IBEW

Robert Triplett,
Representative
Penn-Del-Jersey Chapter of NECA

Anthony G. Gratti Jr.
Business Manager
LU 607 IBEW